

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
REGULAR MEETING, OCTOBER 19, 2016

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the Regular meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, October 19, 2016 at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00pm

Invocation.

Pledge of Allegiance.

Opening Roll Call:

Present: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Zima (arrived at 7:02pm), Evans, Vander Leest, Buckley (arrived at 7:23pm), Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Total Present: 26

No. 1 -- ADOPTION OF AGENDA.

Board Chairman Moynihan amended the agenda to move items #10b and #10c (Bonding Resolutions) before Sheriff's presentation and to strike items #11a-c (Closed Session) from the agenda.

A motion was made by Supervisor Nicholson and seconded by Supervisor Landwehr **"to approve amended agenda"**. Voice vote taken. Motion carried unanimously with no abstentions.

(Items #10b and #10c were taken at this time.)

Administration and Special Executive Committees

No. 10b -- RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$1,970,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B

WHEREAS, Brown County, Wisconsin (the "County"), is in need of funds aggregating \$1,970,000 for public purposes, including paying the costs of all or a portion of the projects listed in the "INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,970,000 GENERAL OBLIGATION PROMISSORY NOTES OF BROWN COUNTY, WISCONSIN IN ONE OR MORE SERIES AT ONE OR MORE TIMES" adopted by the County on September 21, 2016, for paying the costs of a jail video surveillance system, jail WRC intercom system replacement, land information and tax collection system replacement, financing certain capital projects, and issuance costs (collectively, the "Public Purpose"); and

WHEREAS, the Director of Administration of the County and the County's financial advisor, Public Financial Management, Inc., have caused fair and appropriate notice to be given of the sale of \$1,970,000 Brown County, Wisconsin, General Obligation Promissory Notes, Series 2016B (the "Series 2016B Notes"), which action is hereby in all respects ratified and confirmed; and

WHEREAS, pursuant to Section 67.12(12) of the Wisconsin Statutes, as amended, the County is authorized to issue general obligation promissory notes of the County for the Public Purpose; and

WHEREAS, the County has prepared and distributed a Preliminary Official Statement dated October 7, 2016 (the "Preliminary Official Statement") describing the Series 2016B Notes and the security therefor; and

WHEREAS, in accordance with the Official Notice of Sale for the Series 2016B Notes (the "Official Notice of Sale"), a copy of which is attached hereto as Exhibit A, written bids for the sale of the Series 2016B Notes were received and delivered to the County Board of Supervisors (the "Governing Body") at its meeting on October 19, 2016; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, the Governing Body has considered all of the bids received and hereby finds and determines that Bankers' Bank (hereinafter referred to as the "Purchaser"), bidding the price of \$1,983,003.25 (\$1,970,000.00 principal amount of the Series 2016B Notes, plus premium of \$18,913.25, less underwriter's discount of \$5,910.00) for the entire issue of Series 2016B Notes (the "Purchase Price"), to bear interest at the rates shown herein for Series 2016B Notes maturing on November 1 in the respective years stated herein, was the most advantageous bid in accordance with the Official Notice of Sale, which bid is attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the Governing Body hereby finds that the Purchaser is responsible and that its bid complies with all terms of the Official Notice of Sale; and

WHEREAS, it is now expedient and necessary for the County to issue and sell its general obligation promissory notes in the amount of \$1,970,000 for the Public Purpose.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County as follows:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Act" shall mean Chapter 67 of the Wisconsin Statutes, as amended;

"Bond Registrar" shall mean the Fiscal Agent;

"Code" shall mean the Internal Revenue Code of 1986, as amended;

"County" shall mean Brown County, Wisconsin;

"Dated Date" shall mean November 9, 2016;

"Debt Service Fund Account" shall mean the Debt Service Fund Account of the County, which shall be the "special redemption fund" as such term is defined in the Act;

"Fiscal Agency Agreement" shall mean the agreement between the County and the Fiscal Agent, a copy of which is attached hereto as Exhibit E;

"Fiscal Agent" shall mean Associated Trust Company, National Association, Green Bay Wisconsin;

"Governing Body" shall mean the Board of Supervisors of the County, or such other body as may hereafter be the chief legislative body of the County;

"Public Purpose" shall mean the public purpose described in the preamble to this Resolution;

"Purchase Price" shall mean \$1,983,003.25 (\$1,970,000.00 principal amount of the Series 2016B Notes, plus premium of \$18,913.25, less underwriter's discount of \$5,910.00);

"Purchaser" shall mean Banker's Bank;

"Record Date" shall mean the close of business on the 15th day of the calendar month next preceding any principal or interest payment date;

"Securities Depository" shall mean The Depository Trust Company, New York, New York, or its nominee; and

"Series 2016B Notes" shall mean the County's \$1,970,000 General Obligation Promissory Notes, Series 2016B.

Section 2. Authorization of the Series 2016B Notes. For the purpose of financing the Public Purpose, there shall be borrowed on the full faith and credit of the County the sum of \$1,970,000; and fully registered general obligation promissory notes of the County are authorized to be issued in evidence thereof.

Section 3. Sale of the Series 2016B Notes. To evidence such indebtedness, the Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, general obligation promissory notes in the aggregate principal amount of \$1,970,000 for the Purchase Price.

Section 4. Terms of the Series 2016B Notes. The Series 2016B Notes shall be designated "General Obligation Promissory Notes, Series 2016B"; shall be dated the Dated Date; shall be numbered R-1 and upward; shall bear interest as shown on the Maturity Schedule below; shall be issued in denominations of \$5,000 or any integral multiple thereof; and shall mature on November 1 in the years and in the amounts as set forth below. Interest on the Series 2016B Notes shall accrue from the Dated Date on a 30-day month, 360-day year basis, and shall be payable semi-annually on May 1 and November 1 of each year, commencing on May 1, 2017.

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$230,000	1.000%
2018	240,000	1.000%
2019	240,000	1.250%
2020	245,000	1.250%
2021	250,000	1.500%
2022	250,000	1.500%
2023	255,000	1.500%
2024	260,000	1.750%

The Series 2016B Notes are not subject to call and prior redemption.

Section 5. Form, Execution, Registration and Payment of the Series 2016B Notes. The Series 2016B Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Series 2016B Notes shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson (or in his absence the Vice Chairperson) and County Clerk (except that one of the foregoing signatures shall be manual), and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Series 2016B Notes shall be payable in lawful money of the United States of America by the Fiscal Agent. Payment of principal of the final maturity on the Series 2016B Notes will be payable upon presentation and surrender of the Series 2016B Notes to the Fiscal Agent. Payment of principal on the Series 2016B Notes (except the final maturity) and each installment of interest shall be made to the registered owner of each Series 2016B Note who shall appear on the registration books of the County, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft by the Fiscal Agent and mailed to such registered owner at the address appearing on such registration books or at such other address may be furnished in writing to such registered owner to the Bond Registrar.

Section 6. Construction Fund. The sale proceeds of the Series 2016B Notes herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created below) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Series 2016B Notes.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on the Series 2016B Notes as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the County, in addition to all other taxes, a nonrepealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be from year to year carried into the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time. Said tax is to be for the following years and in the following minimum amounts:

- (a) Levy for the year 2016 in the amount of \$256,045.56, being the sum of:
- \$12,726.81 for interest due on May 1, 2017;
 - \$230,000.00 for principal due on November 1, 2017; and
 - \$13,318.75 for interest due on November 1, 2017.
- (b) Levy for the year 2017 in the amount of \$264,337.50, being the sum of:
- \$12,168.75 for interest due on May 1, 2018;
 - \$240,000.00 for principal due on November 1, 2018; and
 - \$12,168.75 for interest due on November 1, 2018.
- (c) Levy for the year 2018 in the amount of \$261,937.50, being the sum of:
- \$10,968.75 for interest due on May 1, 2019;
 - \$240,000.00 for principal due on November 1, 2019; and
 - \$10,968.75 for interest due on November 1, 2019.
- (d) Levy for the year 2019 in the amount of \$263,937.50, being the sum of:
- \$9,468.75 for interest due on May 1, 2020;
 - \$245,000.00 for principal due on November 1, 2020; and
 - \$9,468.75 for interest due on November 1, 2020.
- (e) Levy for the year 2020 in the amount of \$265,875.00, being the sum of:
- \$7,937.50 for interest due on May 1, 2021;
 - \$250,000.00 for principal due on November 1, 2021; and
 - \$7,937.50 for interest due on November 1, 2021.
- (f) Levy for the year 2021 in the amount of \$262,125.00, being the sum of:
- \$6,062.50 for interest due on May 1, 2022;
 - \$250,000.00 for principal due on November 1, 2022; and
 - \$6,062.50 for interest due on November 1, 2022.
- (g) Levy for the year 2022 in the amount of \$263,375.00, being the sum of:
- \$4,187.50 for interest due on May 1, 2023; and
 - \$255,000.00 for principal due on November 1, 2023; and
 - \$4,187.50 for interest due on November 1, 2023.
- (h) Levy for the year 2023 in the amount of \$264,550.00, being the sum of:
- \$2,275.00 for interest due on May 1, 2024;
 - \$260,000.00 for principal due on November 1, 2024; and
 - \$2,275.00 for interest due on November 1, 2024.

The County shall be and continue without power to repeal such levies or obstruct the collection of said taxes until all such payments have been made or provided for. After the issuance of the Series 2016B Notes, said taxes shall be carried into the tax rolls of the County and collected as other taxes are collected, provided that the amount of tax carried into said tax

rolls with respect to the Series 2016B Notes may be reduced by the amount of any surplus money in the Debt Service Fund Account created pursuant to Section 8 hereof.

If there shall be insufficient funds from the tax levy to pay the principal of or interest on the Series 2016B Notes when due, the said principal or interest shall be paid from other funds of the County on hand, said amounts to be returned when said taxes have been collected.

Section 8. Debt Service Fund Account. Within the debt service fund previously established within the treasury of the County, there be and there hereby is established a separate and distinct fund account designated as the "Debt Service Fund Account for \$1,970,000 General Obligation Promissory Notes, Series 2016B" (hereinafter referred to as the "Debt Service Fund Account"), and such fund shall be maintained until the indebtedness evidenced by the Series 2016B Notes is fully paid or otherwise extinguished. There shall be deposited in such Debt Service Fund (i) all accrued interest received by the County at the time of delivery of and payment for the Series 2016B Notes; (ii) the taxes herein levied for the specific purpose of meeting principal of and interest on the Series 2016B Notes when due; (iii) such other sums as may be necessary at any time to pay principal of and interest on the Series 2016B Notes when due; and (iv) such further deposits as may be required by Section 67.11 of the Wisconsin Statutes, including without limitation the premium for which the Series 2016B Notes were sold above par value.

No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Series 2016B Notes until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Series 2016B Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Series 2016B Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Series 2016B Notes as permitted by and subject to Section 67.11(2)(a) of the Wisconsin Statutes in interest-bearing obligations of the United States of America, in other obligations of the County or in other investments permitted by law, which investments shall continue as a part of the Debt Service Fund Account.

When all of the Series 2016B Notes have been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Fund Account shall be deposited in the general fund of the County, unless the Governing Body directs otherwise.

Section 9. Deposits and Investments. The Debt Service Fund Account shall be kept apart from moneys in the other funds and accounts of the County and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Series 2016B Notes as the same becomes due and payable. All moneys therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Sections 66.0603(1m) and 67.10(3) of the Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the County. No such investment shall be in such a manner as would cause the Series 2016B Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

The Chairperson (or in his absence the Vice Chairperson) shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Series 2016B Notes are not "arbitrage bonds" under Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 10. Sale of Series 2016B Notes. The terms, conditions and provisions of the Series 2016B Notes are, in all respects, authorized and approved. The Series 2016B Notes shall be sold and delivered to the Purchaser in the manner, at the Purchase Price, and pursuant to the terms and conditions set forth in the Official Notice of Sale.

The preparation of the Preliminary Official Statement dated October 7, 2016 and the Official Statement dated October 19, 2016, are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are authorized and directed to do any and all acts necessary to conclude delivery of the Series 2016B Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 11. Book-Entry-Only Notes. The Series 2016B Notes shall be transferable as follows:

(a) Each maturity of Series 2016B Notes will be issued as a single Note in the name of the Securities Depository, or its nominee, which will act as depository for the Series 2016B Notes. During the term of the Series 2016B Notes, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the "Participants"). No person for whom a Participant has an interest in Series 2016B Notes (a "Beneficial Owner") shall receive Note certificates representing their respective interest in the Series 2016B Notes except in the event that the Securities Depository or the County shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of, and interest on, the Series 2016B Notes will be made by the Fiscal Agent to the Securities Depository which will in turn remit such payment of principal and interest to its Participants which will in turn remit such principal and interest to the Beneficial Owners of the Series 2016B Notes until and unless the Securities Depository or the County elect to terminate the book entry system, whereupon the County shall deliver Note certificates to the Beneficial Owners of the Series 2016B Notes or their nominees. Note certificates issued under this section may not be transferred or exchanged except as provided in this section.

(b) [Reserved].

(c) Immediately upon delivery of the Series 2016B Notes to the purchasers thereof on the delivery date, such purchasers shall deposit the Note certificates representing all of the Series 2016B Notes with the Securities Depository. The Securities Depository, or its nominee, will be the sole owner of the Series 2016B Notes, and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2016B Notes will receive, hold or deliver any Note certificates as long as the Securities Depository holds the Series 2016B Notes immobilized from circulation.

(d) The Series 2016B Notes may not be transferred or exchanged except:

(1) To any successor of the Securities Depository (or its nominee) or any substitute depository ("Substitute Depository") designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(2) To a Substitute Depository designated by or acceptable to the County upon (a) the determination by the Securities Depository that the Series 2016B Notes shall no longer be eligible for depository services or (b) a determination by the County that the Securities Depository is no longer able to carry out its functions, provided that any such Substitute Depository must be qualified to act as such, as provided in subsection (1) above; or

(3) To those persons to whom transfer is requested in written transfer instructions in the event that:

(i) The Securities Depository shall resign or discontinue its services for the Series 2016B Notes and, only if the County is unable to locate a qualified successor within two months following the resignation or determination of noneligibility, or

(ii) Upon a determination by the County that the continuation of the book entry system described herein, which precludes the issuance of certificates to any Series 2016B Noteowner other than the Securities Depository (or its nominee) is no longer in the best interest of the Beneficial Owners of the Series 2016B Notes.

(e) The Depository Trust Company, New York, New York, is hereby appointed the Securities Depository for the Series 2016B Notes.

Section 12. Compliance with Federal Tax Laws.

(a) The County represents and covenants that the Public Purpose financed by the Series 2016B Notes and their ownership, management and use will not cause the Series 2016B Notes to be "private activity bonds" within the meaning of Section 141 of the Code, and the County shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Series 2016B Notes.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Series 2016B Notes, provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Series 2016B Notes and the laws of Wisconsin, and to the extent there is a reasonable period of time in which to comply.

Section 13. Rebate Fund. If necessary, the County shall establish and maintain, so long as the Series 2016B Notes are outstanding, a separate account to be known as the "Rebate Fund" for the purpose of complying with the rebate requirements of Section 148(f) of the Code. The Rebate Fund is for the sole purpose of paying rebate to the United States of America, if any, on amounts of Series 2016B Note proceeds held by the County. The County

hereby covenants and agrees that it shall pay from the Rebate Fund the rebate amounts as determined herein to the United States of America.

The County may engage the services of accountants, attorneys, or other consultants necessary to assist it in determining rebate amounts. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Series 2016B Notes and may only be used to pay amounts to the United States. The County shall maintain or cause to be maintained records of such determinations until six (6) years after payment in full of the Series 2016B Notes and shall make such records available upon reasonable request therefor.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 14. Defeasance. When all Series 2016B Notes have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The County may discharge all Series 2016B Notes due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government ("Government Obligations"), or of securities wholly and irrevocably secured as to principal and interest by Government Obligations and rated in the highest rating category of a nationally recognized rating service, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Series 2016B Note to its maturity, and to pay the principal amount of each such Series 2016B Note at maturity.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner or owners of the Series 2016B Notes, and after issuance of any of the Series 2016B Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 19 hereof, until all of the Series 2016B Notes have been paid in full as to both principal and interest. The owner or owners of any of the Series 2016B Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the County, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the County, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 16. General Authorizations. The Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer and Director of Administration or Finance Director of the County and the appropriate deputies and officials of the County in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the County under the Series 2016B Notes. The execution or written approval of any document by the Chairperson (or in his absence the Vice Chairperson), County

Clerk, Treasurer, Director of Administration or Finance Director of the County herein authorized shall be conclusive evidence of the approval by the County of such document in accordance with the terms hereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Series 2016B Notes), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the County.

Any actions taken by the Chairperson, Vice Chairperson, County Clerk, Treasurer, Director of Administration or Finance Director of the County consistent with this Resolution are hereby ratified and confirmed.

Section 17. Employment of Counsel. The County hereby employs the law firm of Husch Blackwell LLP, Milwaukee, Wisconsin, pursuant to Section 67.10(7) of the Wisconsin Statutes, and directs the County Clerk of the County to certify to such law firm a copy of all proceedings preliminary to the issuance of the Series 2016B Notes.

Section 18. Bank Qualified. The Series 2016B Notes are designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Section 19. Amendment to Resolution. After the issuance of any of the Series 2016B Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Series 2016B Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the County may, from to time, amend this Resolution without the consent of any of the owners of the Series 2016B Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Series 2016B Notes then outstanding; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the County or the maturity of any Series 2016B Note issued hereunder, or a reduction in the rate of interest on any Series 2016B Note, or in the amount of the principal obligation thereof, or change the terms upon which the Series 2016B Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Series 2016B Note to which the change is applicable.

Section 20. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Series 2016B Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Series 2016B Notes.

Section 21. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 22. Section 893.77 Notice. Notice of sale of the Notes, in the form attached hereto as Exhibit F, shall be published in the official newspaper of the County as a class I notice under Chapter 985 of the Wisconsin Statutes.

Section 23. Municipal Bond Insurance. If the purchaser of the Series 2016B Notes obtains municipal bond insurance with respect to the Series 2016B Notes, the Chairperson (or in his absence the Vice Chairperson) and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson (or in his absence the Vice Chairperson) and County Clerk, including provisions regarding restrictions on investment of note proceeds, the rights of the bond insurer in the event of default and payment of the Series 2016B Notes by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Series 2016B Note provided herein.

Section 24. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Section 25. Waiver of Right of Reconsideration. The Supervisors adopting this Resolution hereby waive their right to reconsider this Resolution as provided in Brown County Code section 2.14(17).

Adopted: October 19, 2016.

Approved by:

<u>/s/ Troy Streckenbach</u>	<u>10/24/16</u>
Troy Streckenbach	Date
Brown County Executive	

A motion was made by Supervisor De Wane and seconded by Supervisor Nicholson “**to approve**”. Roll call vote was taken.

Roll Call:

Ayes: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Absent: Buckley

Total Ayes: 25 Total Absent: 1

Motion carried.

ATTACHMENTS TO ITEM 10B
ON THE FOLLOWING PAGES

EXHIBIT A

OFFICIAL NOTICE OF SALE

[See Appendix D of Preliminary Official Statement]

13096451.2

A-1

EXHIBIT B

SUMMARY OF BIDS

[See Attached]

13096451.2

B-1



115 South Beth Street
 Suite 315
 Milwaukee, WI 53214
 414 771-5750
 414 771-1041 fax
 www.pfm.com

TABULATION OF BIDS

\$1,970,000
 General Obligation Promissory Notes, Series 2016B
 Brown County, Wisconsin

AWARD:

Bankers' Bank

Sale Date: October 19, 2016			Dated: November 9, 2016		
Due: November 1, 2017/2024			Bank Qualified: Yes		
Rating: Moody's "Aaa"			Insured: No		
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	<u>Yield</u>	
Bankers' Bank	Madison, WI	2017	1.000%	0.750%	<u>Price</u>
		2018	1.000%	0.850%	\$1,983,003.25
		2019	1.250%	0.950%	
		2020	1.250%	1.050%	<u>NIC</u>
		2021	1.500%	1.150%	\$119,179.81
		2022	1.500%	1.300%	
		2023	1.500%	1.400%	<u>TIC</u>
		2024	1.750%	1.500%	1.318490%



Brown County, Wisconsin
General Obligation Promissory Notes, Series 2016B
Tabulation of Bids
October 19, 2016

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Northland Securities, Inc.	Minneapolis, MN	2017	1.000%	<u>Price</u>
		2018	1.000%	\$2,008,720.75
		2019	1.250%	
		2020	2.000%	<u>NIC</u>
		2021	2.000%	\$128,548.14
		2022	2.000%	
		2023	2.000%	<u>TIC</u>
		2024	2.000%	1.488949%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
BOK Financial Securities, Inc.	Dallas, TX	2017	1.500%	<u>Price</u>
		2018	1.500%	\$2,008,649.90
		2019	1.500%	
		2020	1.500%	<u>NIC</u>
		2021	2.000%	\$129,030.66
		2022	2.000%	
		2023	2.000%	<u>TIC</u>
		2024	2.000%	1.415102%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Robert W. Baird & Co., Inc.	Milwaukee, WI	2017	1.000%	<u>Price</u>
		2018	1.000%	\$2,003,806.10
		2019	1.000%	
		2020	2.000%	<u>NIC</u>
		2021	2.000%	\$131,676.12
		2022	2.000%	
		2023	2.000%	<u>TIC</u>
		2024	2.000%	1.445285%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Raymond James & Assoc., Inc.	Memphis, TN	2017	1.000%	<u>Price</u>
		2018	1.500%	\$2,008,378.95
		2019	1.500%	
		2020	2.000%	<u>NIC</u>
		2021	2.000%	\$133,049.94
		2022	2.000%	
		2023	2.000%	<u>TIC</u>
		2024	2.000%	1.459548%

EXHIBIT C

BID FORM

[See Attached]

13096451.2

C-1

BID FORM
\$1,970,000
General Obligation Promissory Notes, Series 2016B
Brown County, Wisconsin

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

Brown County, Wisconsin
c/o Public Financial Management, Inc. (Fax: 414 771-1041)

Sale Date: October 19, 2016

For all or none of the principal amount of the County's \$1,970,000 General Obligation Promissory Notes, Series 2016B, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$1,983,003.25 plus accrued interest, if any, on the total principal amount of the Notes to date of delivery, provided the Notes bear the following interest rates:

Year	Amount	Rate
2017	\$ 230,000	1.00%
2018	240,000	1.00%
2019	240,000	1.25%
2020	245,000	1.25%
2021	250,000	1.50%
2022	250,000	1.50%
2023	255,000	1.50%
2024	260,000	1.75%

The Notes mature on November 1 in each of the years as indicated above and interest is payable May 1 and November 1 of each year, commencing May 1, 2017. The Notes are not subject to prior redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated October 7, 2016. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$19,700 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID

Explanatory Note: According to our computation this bid involves the following:

\$119,179.81

Net Interest Cost

1.318490%

True Interest Rate (TIC)

Respectfully submitted,

Bankers' Bank

Account Manager



Samuel Devine

The foregoing offer is hereby accepted by and on behalf of Brown County, Wisconsin, this 19th day of October, 2016.

Patrick Moynihan, Jr., Chairperson

Sandra L. Juno, County Clerk

EXHIBIT D

FORM OF SERIES 2016B NOTE

REGISTERED
NO. R-_____

UNITED STATES OF AMERICA
STATE OF WISCONSIN

REGISTERED
\$_____

BROWN COUNTY, WISCONSIN,
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016B

<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Principal</u> <u>Amount</u>	<u>CUSIP</u>
_____%	November 1, ____	November 9, 2016	\$_____	_____

FOR VALUE RECEIVED, Brown County, Wisconsin, promises to pay to Cede & Co., or registered assigns, the principal amount specified above on the maturity date specified above, together with interest thereon from the Dated Date or the most recent payment date to which interest has been paid, unless the date of registration of this Series 2016B Note is after the 15th day of the calendar month immediately preceding an interest payment date, in which case interest will be paid from such interest payment date, at the rate per annum specified above, such interest being payable semi-annually on May 1 and November 1 of each year, commencing on May 1, 2017.

The Series 2016B Notes are not subject to call and prior redemption.

Both principal hereof and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America by Associated Trust Company, National Association, Green Bay, Wisconsin, as the fiscal agent (the "Fiscal Agent") appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). For the prompt payment of this Series 2016B Note with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged. The principal of this Series 2016B Note shall be payable only upon presentation and surrender of this Series 2016B Note to the Fiscal Agent at the principal office of the Fiscal Agent. Interest hereon shall be payable by check or draft dated as of the applicable interest payment date and mailed from the office of the Bond Registrar to the person in whose name this Series 2016B Note is registered at the close of business on the 15th day of the calendar month next preceding each interest payment date.

This Series 2016B Note is transferable only upon the books of the County kept for that purpose by the at the office of the Bond Registrar, by the registered owner in person or his duly authorized attorney, upon surrender of this Series 2016B Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new Series 2016B Note of the same aggregate principal amount, series and maturity shall be issued to the transferee in exchange therefor.

D-2

13096451.2

The County may deem and treat the person in whose name this Series 2016B Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. The Series 2016B Notes are issuable solely as negotiable, fully registered Series 2016B Notes without coupons in authorized denominations of \$5,000 or any whole multiple thereof.

This Series 2016B Note is one of an issue aggregating \$1,970,000 issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, for public purposes, including paying all or a portion of the costs of the projects listed in the "INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,970,000 GENERAL OBLIGATION PROMISSORY NOTES OF BROWN COUNTY, WISCONSIN IN ONE OR MORE SERIES AT ONE OR MORE TIMES" adopted by the County on September 21, 2016, for paying the costs of a jail video surveillance system, jail WRC intercom system replacement, land information and tax collection system replacement, financing certain capital projects, and issuance costs. This Series 2016B Note is authorized by a resolution of the County Board of Supervisors of the County, duly adopted by said County Board of Supervisors at its meeting duly convened on October 19, 2016, which resolution is recorded in the official book of its minutes for said date.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Series 2016B Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Series 2016B Note and others authorized simultaneously herewith, does not exceed any limitations imposed by law or the Constitution of the State of Wisconsin; and that the County has levied a direct, annual irrepealable tax sufficient to pay this Series 2016B Note, together with interest thereon when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

D-3

13096451.2

IN WITNESS WHEREOF, the County Board of Supervisors of Brown County, Wisconsin, has caused this Series 2016B Note to be signed on behalf of said County by its duly qualified and acting Chairperson and County Clerk, and its official or corporate seal to be impressed hereon, all as of the date of original issue specified above.

BROWN COUNTY, WISCONSIN

[SEAL]

By: _____
Patrick Moynihan, Jr., Chairperson

Attest: _____
Sandra L. Juno, County Clerk

13096451.2

D-4

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite Social Security or
other identifying number of Assignee)

the within Series 2016B Note and all rights thereunder, hereby irrevocably constituting and
appointing

(Please print or typewrite name of Attorney)

attorney to transfer said Series 2016B Note on the books kept for the registration thereof with full
power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Series 2016B Note in every
particular without alteration or enlargement or any
change whatever.

Signature(s) guaranteed by:

EXHIBIT E

FISCAL AGENCY AGREEMENT

\$1,970,000
Brown County, Wisconsin
General Obligation Promissory Notes, Series 2016B

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of November, 2016, by and between Brown County, Wisconsin (the "County"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Agent").

WITNESSETH:

WHEREAS, the County has authorized the borrowing of the sum of ONE MILLION NINE HUNDRED SEVENTY THOUSAND DOLLARS (\$1,970,000) pursuant to Section 67.12(12), Wisconsin Statutes, and resolutions adopted by the County Board on September 21, 2016 and October 19, 2016 and has authorized the issuance and sale of \$1,970,000 principal amount of general obligation promissory notes to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Promissory Notes, Series 2016B"; shall be dated November 9, 2016; shall bear interest at the rates set forth below; and shall mature on November 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$230,000	1.000%
2018	240,000	1.000%
2019	240,000	1.250%
2020	245,000	1.250%
2021	250,000	1.500%
2022	250,000	1.500%
2023	255,000	1.500%
2024	260,000	1.750%

Interest shall be payable semi-annually on May 1 and November 1 of each year, commencing on May 1, 2017, until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the County has authorized the appointment of the Agent

as Fiscal Agent of the County for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

The Obligations are not subject to call and prior redemption.

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company by the County.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option,

if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

BROWN COUNTY, WISCONSIN

[SEAL]

By: _____
Patrick Moynihan, Jr., Chairperson

By: _____
Sandra L. Juno, County Clerk

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

\$1,970,000

Brown County, Wisconsin

General Obligation Promissory Notes, Series 2016B

BOND DEBT SERVICE

Brown County, WI
\$1,970,000 G.O. Promissory Notes, Series 2016B
Bid by Bankers' Bank - Final

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2017			12,726.81	12,726.81	
11/01/2017	230,000	1.000%	13,318.75	243,318.75	256,045.56
05/01/2018			12,168.75	12,168.75	
11/01/2018	240,000	1.000%	12,168.75	252,168.75	264,337.50
05/01/2019			10,968.75	10,968.75	
11/01/2019	240,000	1.250%	10,968.75	250,968.75	261,937.50
05/01/2020			9,468.75	9,468.75	
11/01/2020	245,000	1.250%	9,468.75	254,468.75	263,937.50
05/01/2021			7,937.50	7,937.50	
11/01/2021	250,000	1.500%	7,937.50	257,937.50	265,875.00
05/01/2022			6,062.50	6,062.50	
11/01/2022	250,000	1.500%	6,062.50	256,062.50	262,125.00
05/01/2023			4,187.50	4,187.50	
11/01/2023	255,000	1.500%	4,187.50	259,187.50	263,375.00
05/01/2024			2,275.00	2,275.00	
11/01/2024	260,000	1.750%	2,275.00	262,275.00	264,550.00
	1,970,000		132,183.06	2,102,183.06	2,102,183.06

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

ACCEPTANCE FEE: \$325

ANNUAL FEE: \$363

OUT-OF-POCKET EXPENSES

The above fees do not include out-of-pocket expenses. All out-of-pocket expenses, including postage, supplies, telephone, publication costs, legal fees, wire charges, travel, shredding, and any other miscellaneous items, will be billed in addition to the charges listed in this schedule.

In the event that changes in laws or practices considerably expand our current duties and responsibilities, or if conditions of the economy so warrant, reasonable adjustments may be incorporated into this schedule of fees.

EXHIBIT F

SECTION 893.77 NOTICE

On October 19, 2016, a resolution was offered, adopted and approved by the County Board of Supervisors of Brown County, Wisconsin (the "County"), whereby the County authorized and directed the sale and issuance of its \$1,970,000 General Obligation Promissory Notes, Series 2016B.

The closing for the above-referenced Notes will be held on or about November 19, 2016. Copies of all proceedings had to date with respect to the authorization and sale of said Notes are on file and may be examined in the offices of the County at 305 East Walnut Street, Green Bay, WI 54305.

This Notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such municipal financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this Notice.

Dated: October ____, 2016.

Sandra L. Juno
County Clerk

**No. 10c -- RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$5,750,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016C**

WHEREAS, Brown County, Wisconsin (the "County"), is in need of funds aggregating \$5,750,000 for public purposes, including but not limited to refunding certain maturities of the County's (i) \$7,125,000 General Obligation Corporate Purpose Bonds, Series 2006 dated June 7, 2006 and (ii) \$9,240,000 General Obligation Corporate Purpose Bonds, Series 2007 dated July 1, 2007 (collectively, the "Prior Obligations"), and issuance expenses (collectively, the "Public Purpose"); and

WHEREAS, the Director of Administration of the County and the County's financial advisor, Public Financial Management, Inc., have caused fair and appropriate notice to be given of the sale of \$5,750,000 Brown County, Wisconsin, General Obligation Refunding Bonds, Series 2016C (the "Series 2016C Bonds"), which action is hereby in all respects ratified and confirmed; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the County is authorized to issue general obligation refunding bonds of the County for the Public Purpose; and

WHEREAS, the County has prepared and distributed a Preliminary Official Statement dated October 7, 2016 (the "Preliminary Official Statement") describing the Series 2016C Bonds and the security therefor; and

WHEREAS, in accordance with the Official Notice of Sale for the Series 2016C Bonds (the "Official Notice of Sale"), a copy of which is attached hereto as Exhibit A, written bids for the sale of the Series 2016C Bonds were received and delivered to the County Board of Supervisors (the "Governing Body") at its meeting on October 19, 2016; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, the Governing Body has considered all of the bids received and hereby finds and determines that Cantor Fitzgerald & Co. (hereinafter referred to as the "Purchaser"), bidding the price of \$6,035,672.65 (\$5,750,000.00 principal amount of the Series 2016C Bonds, plus premium of \$306,287.25, less underwriter's discount of \$20,614.60) for the entire issue of Series 2016C Bonds (the "Purchase Price"), to bear interest at the rates shown herein for Series 2016C Bonds maturing on November 1 in the respective years stated herein, was the most advantageous bid in accordance with the Official Notice of Sale, which bid is attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the Governing Body hereby finds that the Purchaser is responsible and that its bid complies with all terms of the Official Notice of Sale; and

WHEREAS, it is now expedient and necessary for the County to issue and sell its general obligation refunding bonds in the amount of \$5,750,000 for the Public Purpose.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County as follows:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

“Act” shall mean Chapter 67 of the Wisconsin Statutes, as amended;

“Bond Registrar” shall mean the Fiscal Agent;

“Code” shall mean the Internal Revenue Code of 1986, as amended;

“County” shall mean Brown County, Wisconsin;

“Dated Date” shall mean November 9, 2016;

“Debt Service Fund Account” shall mean the Debt Service Fund Account of the County, which shall be the “special redemption fund” as such term is defined in the Act;

“Fiscal Agency Agreement” shall mean the agreement between the County and the Fiscal Agent, a copy of which is attached hereto as Exhibit E;

“Fiscal Agent” shall mean Associated Trust Company, National Association, Green Bay Wisconsin;

“Governing Body” shall mean the Board of Supervisors of the County, or such other body as may hereafter be the chief legislative body of the County;

“Prior Obligations” shall mean the County’s prior bonds described in the preamble to this Resolution;

“Public Purpose” shall mean the public purpose described in the preamble to this Resolution;

“Purchase Price” shall mean \$6,035,672.65 (\$5,750,000.00 principal amount of the Series 2016C Bonds, plus premium of \$306,287.25, less underwriter’s discount of \$20,614.60);

“Purchaser” shall mean Cantor Fitzgerald & Co.;

“Record Date” shall mean the close of business on the 15th day of the calendar month next preceding any principal or interest payment date;

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or its nominee; and

“Series 2016C Bonds” shall mean the County’s \$5,750,000 General Obligation Refunding Bonds, Series 2016C.

Section 2. Authorization of the Series 2016C Bonds. For the purpose of financing the Public Purpose, there shall be borrowed on the full faith and credit of the County the sum of \$5,750,000; and fully registered general obligation refunding bonds of the County are authorized to be issued in evidence thereof.

Section 3. Sale of the Series 2016C Bonds. To evidence such indebtedness, the Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser

for, on behalf of and in the name of the County, general obligation refunding bonds in the aggregate principal amount of \$5,750,000 for the Purchase Price.

Section 4. Terms of the Series 2016C Bonds. The Series 2016C Bonds shall be designated "General Obligation Refunding Bonds, Series 2016C"; shall be dated the Dated Date; shall be numbered R-1 and upward; shall bear interest as shown on the Maturity Schedule below; shall be issued in denominations of \$5,000 or any integral multiple thereof; and shall mature on November 1 in the years and in the amounts as set forth below. Interest on the Series 2016C Bonds shall accrue from the Dated Date on a 30-day month, 360-day year basis, and shall be payable semi-annually on May 1 and November 1 of each year, commencing on May 1, 2017.

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$1,000,000	2.000%
2018	1,000,000	2.000%
2019	1,000,000	2.000%
2020	1,025,000	3.000%
2021	1,055,000	3.000%
2022	670,000	3.000%

The Series 2016C Bonds are not subject to call and prior redemption.

Section 5. Form, Execution, Registration and Payment of the Series 2016C Bonds. The Series 2016C Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Series 2016C Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson (or in his absence the Vice Chairperson) and County Clerk (except that one of the foregoing signatures shall be manual), and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Series 2016C Bonds shall be payable in lawful money of the United States of America by the Fiscal Agent. Payment of principal of the final maturity on the Series 2016C Bonds will be payable upon presentation and surrender of the Series 2016C Bonds to the Fiscal Agent. Payment of principal on the Series 2016C Bonds (except the final maturity) and each installment of interest shall be made to the registered owner of each Series 2016C Bond who shall appear on the registration books of the County, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft by the Fiscal Agent and mailed to such registered owner at the address appearing on such registration books or at such other address may be furnished in writing to such registered owner to the Bond Registrar.

Section 6. Redemption Fund. The sale proceeds of the Series 2016C Bonds herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created below) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Series 2016C Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on the Series

2016C Bonds as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the County, in addition to all other taxes, a nonrepealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be from year to year carried into the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time. Said tax is to be for the following years and in the following minimum amounts:

(a) Levy for the year 2016 in the amount of \$1,139,333.33, being the sum of:

\$68,083.33 for interest due on May 1, 2017;
\$1,000,000.00 for principal due on November 1, 2017; and
\$71,250.00 for interest due on November 1, 2017.

(b) Levy for the year 2017 in the amount of \$1,122,500.00, being the sum of:

\$61,250.00 for interest due on May 1, 2018;
\$1,000,000.00 for principal due on November 1, 2018; and
\$61,250.00 for interest due on November 1, 2018.

(c) Levy for the year 2018 in the amount of \$1,102,500.00, being the sum of:

\$51,250.00 for interest due on May 1, 2019;
\$1,000,000.00 for principal due on November 1, 2019; and
\$51,250.00 for interest due on November 1, 2019.

(d) Levy for the year 2019 in the amount of \$1,107,500.00, being the sum of:

\$41,250.00 for interest due on May 1, 2020;
\$1,025,000.00 for principal due on November 1, 2020; and
\$41,250.00 for interest due on November 1, 2020.

(e) Levy for the year 2020 in the amount of \$1,106,750.00, being the sum of:

\$25,875.00 for interest due on May 1, 2021;
\$1,055,000.00 for principal due on November 1, 2021; and
\$25,875.00 for interest due on November 1, 2021.

(f) Levy for the year 2021 in the amount of \$690,100.00, being the sum of:

\$10,050.00 for interest due on May 1, 2022;
\$670,000.00 for principal due on November 1, 2022; and
\$10,050.00 for interest due on November 1, 2022.

The County shall be and continue without power to repeal such levies or obstruct the collection of said taxes until all such payments have been made or provided for. After the issuance of the Series 2016C Bonds, said taxes shall be carried into the tax rolls of the County and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls with respect to the Series 2016C Bonds may be reduced by the amount of any surplus money in the Debt Service Fund Account created pursuant to Section 8 hereof.

If there shall be insufficient funds from the tax levy to pay the principal of or interest on the Series 2016C Bonds when due, the said principal or interest shall be paid from other funds of the County on hand, said amounts to be returned when said taxes have been collected.

Section 8. Debt Service Fund Account. Within the debt service fund previously established within the treasury of the County, there be and there hereby is established a separate and distinct fund account designated as the "Debt Service Fund Account for \$5,750,000 General Obligation Refunding Bonds, Series 2016C" (hereinafter referred to as the "Debt Service Fund Account"), and such fund shall be maintained until the indebtedness evidenced by the Series 2016C Bonds is fully paid or otherwise extinguished. There shall be deposited in such Debt Service Fund (i) all accrued interest received by the County at the time of delivery of and payment for the Series 2016C Bonds; (ii) the taxes herein levied for the specific purpose of meeting principal of and interest on the Series 2016C Bonds when due; (iii) such other sums as may be necessary at any time to pay principal of and interest on the Series 2016C Bonds when due; and (iv) such further deposits as may be required by Section 67.11 of the Wisconsin Statutes, including without limitation the premium for which the Series 2016C Bonds were sold above par value.

No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Series 2016C Bonds until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Series 2016C Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Series 2016C Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Series 2016C Bonds as permitted by and subject to Section 67.11(2)(a) of the Wisconsin Statutes in interest-bearing obligations of the United States of America, in other obligations of the County or in other investments permitted by law, which investments shall continue as a part of the Debt Service Fund Account.

When all of the Series 2016C Bonds have been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Fund Account shall be deposited in the general fund of the County, unless the Governing Body directs otherwise.

Section 9. Deposits and Investments. The Debt Service Fund Account shall be kept apart from moneys in the other funds and accounts of the County and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Series 2016C Bonds as the same becomes due and payable. All moneys therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Sections 66.0603(1m) and 67.10(3) of the Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the County. No such investment shall be in such a manner as would cause the Series 2016C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

The Chairperson (or in his absence the Vice Chairperson) shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Series 2016C Bonds are not "arbitrage

bonds” under Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 10. Sale of Series 2016C Bonds. The terms, conditions and provisions of the Series 2016C Bonds are, in all respects, authorized and approved. The Series 2016C Bonds shall be sold and delivered to the Purchaser in the manner, at the Purchase Price, and pursuant to the terms and conditions set forth in the Official Notice of Sale.

The preparation of the Preliminary Official Statement dated October 7, 2016 and the Official Statement dated October 19, 2016, are hereby approved. The Preliminary Official Statement is “deemed final” as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are authorized and directed to do any and all acts necessary to conclude delivery of the Series 2016C Bonds to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 11. Book-Entry-Only Bonds. The Series 2016C Bonds shall be transferable as follows:

(a) Each maturity of Series 2016C Bonds will be issued as a single Bond in the name of the Securities Depository, or its nominee, which will act as depository for the Series 2016C Bonds. During the term of the Series 2016C Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the “Participants”). No person for whom a Participant has an interest in Series 2016C Bonds (a “Beneficial Owner”) shall receive Bond certificates representing their respective interest in the Series 2016C Bonds except in the event that the Securities Depository or the County shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of, and interest on, the Series 2016C Bonds will be made by the Fiscal Agent to the Securities Depository which will in turn remit such payment of principal and interest to its Participants which will in turn remit such principal and interest to the Beneficial Owners of the Series 2016C Bonds until and unless the Securities Depository or the County elect to terminate the book entry system, whereupon the County shall deliver Bond certificates to the Beneficial Owners of the Series 2016C Bonds or their nominees. Bond certificates issued under this section may not be transferred or exchanged except as provided in this section.

(b) [Reserved].

(c) Immediately upon delivery of the Series 2016C Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the Bond certificates representing all of the Series 2016C Bonds with the Securities Depository. The Securities Depository, or its nominee, will be the sole owner of the Series 2016C Bonds, and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2016C Bonds will receive, hold or deliver any Bond certificates as long as the Securities Depository holds the Series 2016C Bonds immobilized from circulation.

(d) The Series 2016C Bonds may not be transferred or exchanged except:

(1) To any successor of the Securities Depository (or its nominee) or any substitute depository (“Substitute Depository”) designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository

must be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(2) To a Substitute Depository designated by or acceptable to the County upon (a) the determination by the Securities Depository that the Series 2016C Bonds shall no longer be eligible for depository services or (b) a determination by the County that the Securities Depository is no longer able to carry out its functions, provided that any such Substitute Depository must be qualified to act as such, as provided in subsection (1) above; or

(3) To those persons to whom transfer is requested in written transfer instructions in the event that:

(i) The Securities Depository shall resign or discontinue its services for the Series 2016C Bonds and, only if the County is unable to locate a qualified successor within two months following the resignation or determination of noneligibility, or

(ii) Upon a determination by the County that the continuation of the book entry system described herein, which precludes the issuance of certificates to any Series 2016C Bond owner other than the Securities Depository (or its nominee) is no longer in the best interest of the Beneficial Owners of the Series 2016C Bonds.

(e) The Depository Trust Company, New York, New York, is hereby appointed the Securities Depository for the Series 2016C Bonds.

Section 12. Compliance with Federal Tax Laws.

(a) The County shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Series 2016C Bonds.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Series 2016C Bonds, provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Series 2016C Bonds and the laws of Wisconsin, and to the extent there is a reasonable period of time in which to comply.

Section 13. Rebate Fund. If necessary, the County shall establish and maintain, so long as the Series 2016C Bonds are outstanding, a separate account to be known as the "Rebate Fund" for the purpose of complying with the rebate requirements of Section 148(f) of the Code. The Rebate Fund is for the sole purpose of paying rebate to the United States of America, if any, on amounts of Series 2016C Bond proceeds held by the County. The County hereby covenants and agrees that it shall pay from the Rebate Fund the rebate amounts as determined herein to the United States of America.

The County may engage the services of accountants, attorneys, or other consultants necessary to assist it in determining rebate amounts. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Series 2016C Bonds and may only be used to pay amounts to the United States. The County shall maintain or cause to be maintained records of such determinations until six (6) years after payment in full of the Series 2016C Bonds and shall make such records available upon reasonable request therefor.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 14. Defeasance. When all Series 2016C Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The County may discharge all Series 2016C Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government ("Government Obligations"), or of securities wholly and irrevocably secured as to principal and interest by Government Obligations and rated in the highest rating category of a nationally recognized rating service, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Series 2016C Bond to its maturity, and to pay the principal amount of each such Series 2016C Bond at maturity.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner or owners of the Series 2016C Bonds, and after issuance of any of the Series 2016C Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 19 hereof, until all of the Series 2016C Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Series 2016C Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the County, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the County, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 16. General Authorizations. The Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer and Director of Administration or Finance Director of the County and the appropriate deputies and officials of the County in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the County under the Series 2016C Bonds. The execution or written approval of any document by the Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer, Director of Administration or Finance Director of the County herein authorized shall be conclusive evidence of the approval by the County of such document in accordance with the terms hereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Series 2016C Bonds), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the County.

Any actions taken by the Chairperson, Vice Chairperson, County Clerk, Treasurer, Director of Administration or Finance Director of the County consistent with this Resolution are hereby ratified and confirmed.

Section 17. Employment of Counsel. The County hereby employs the law firm of Husch Blackwell LLP, Milwaukee, Wisconsin, pursuant to Section 67.10(7) of the Wisconsin Statutes, and directs the County Clerk of the County to certify to such law firm a copy of all proceedings preliminary to the issuance of the Series 2016C Bonds.

Section 18. Bank Qualified. The Series 2016C Bonds are designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code to the extent that the Series 2016C Bonds are not “deemed designated” pursuant to Section 265(b)(3)(D)(ii).

Section 19. Amendment to Resolution. After the issuance of any of the Series 2016C Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Series 2016C Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the County may, from time to time, amend this Resolution without the consent of any of the owners of the Series 2016C Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Series 2016C Bonds then outstanding; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the County or the maturity of any Series 2016C Bond issued hereunder, or a reduction in the rate of interest on any Series 2016C Bond, or in the amount of the principal obligation thereof, or change the terms upon which the Series 2016C Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Series 2016C Bond to which the change is applicable.

Section 20. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Series 2016C Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Series 2016C Bonds.

Section 21. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the “Fiscal Agent”). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 22. Municipal Bond Insurance. If the purchaser of the Series 2016C Bonds obtains municipal bond insurance with respect to the Series 2016C Bonds, the Chairperson (or in his absence the Vice Chairperson) and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson (or in his absence the Vice Chairperson) and County Clerk, including provisions regarding restrictions on investment of bond proceeds, the rights of the bond insurer in the event of default and payment of the Series 2016C Bonds by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Series 2016C Bond provided herein.

Section 23. Section 893.77 Notice. Notice of sale of the Bonds, in the form attached hereto as Exhibit F, shall be published in the official newspaper of the County as a class I notice under Chapter 985 of the Wisconsin Statutes.

Section 24. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Section 25. Waiver of Right of Reconsideration. The Supervisors adopting this Resolution hereby waive their right to reconsider this Resolution as provided in Brown County Code section 2.14(17).

Section 26. Redemption of Prior Obligations. The County shall take all necessary or desirable actions to redeem the Prior Obligations as soon as practicable after the issuance of the Series 2016C Bonds.

Adopted: October 19, 2016.

Approved by:

<u>/s/ Troy Streckenbach</u>	<u>10/24/16</u>
Troy Streckenbach	Date
Brown County Executive	

A motion was made by Supervisor Dantinne and seconded by Supervisor Becker **“to approve”**. Roll call vote taken.

Roll Call Vote:

Ayes: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Landwehr, Dantinne, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Blom, Schadewald, Lund, Becker

Absent: Buckley

Total Ayes: 25 Total Absent: 1

Motion carried.

ATTACHMENTS TO ITEM #10C

ON THE FOLLOWING PAGES

EXHIBIT A

OFFICIAL NOTICE OF SALE

[See Appendix D of Preliminary Official Statement]

13099931.2

A-1

EXHIBIT B
SUMMARY OF BIDS

[See Attached]

13099931.2

B-1



115 South 84th Street
Suite 315
Milwaukee, WI 53214
414 771-2700
414 771-1041 fax
www.pfm.com

TABULATION OF BIDS

\$6,070,000* (Resized to \$5,750,000)
General Obligation Refunding Bonds, Series 2016C
Brown County, Wisconsin

AWARD:

Cantor Fitzgerald & Co.

Sale Date: October 19, 2016			Dated: November 9, 2016		
Due: November 1, 2017/2022			Bank Qualified: Yes		
Rating: Moody's "Aaa"			Insured: No		
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	<u>Yield</u>	
Cantor Fitzgerald & Co.	Memphis, TN	2017	2.000%	0.800%	<u>Price</u>
		2018	2.000%	0.900%	\$6,370,267.70
		2019	2.000%	1.000%	
		2020	3.000%	1.050%	<u>NIC</u>
		2021	3.000%	1.100%	\$245,243.41
		2022	3.000%	1.200%	
					<u>TIC</u>
					1.165212%

* Subsequent to the bid opening, the issue was resized to \$5,750,000 and the purchase price adjusted to \$6,035,672.65, yielding a Net Interest Cost of \$233,010.68 and a TIC of 1.165700%.



Brown County, Wisconsin
General Obligation Refunding Bonds, Series 2016C
Tabulation of Bids
October 19, 2016

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
BOK Financial Securities, Inc.	Dallas, TX	2017	2.000%	<u>Price</u>
		2018	2.000%	\$6,365,091.75
		2019	2.000%	
		2020	3.000%	<u>NIC</u>
		2021	3.000%	\$250,419.36
		2022	3.000%	
				<u>TIC</u> 1.190484%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Robert W. Baird & Co, Inc.	Milwaukee, WI	2017	2.000%	<u>Price</u>
		2018	2.000%	\$6,314,748.40
		2019	2.000%	
		2020	2.000%	<u>NIC</u>
		2021	3.000%	\$257,603.82
		2022	3.000%	
				<u>TIC</u> 1.231312%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Northland Securities, Inc.	Minneapolis, MN	2017	2.000%	<u>Price</u>
		2018	2.000%	\$6,309,900.55
		2019	2.000%	
		2020	2.000%	<u>NIC</u>
		2021	3.000%	\$262,451.67
		2022	3.000%	
				<u>TIC</u> 1.255160%
<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Raymond James & Assoc., Inc.	Memphis, TN	2017	2.000%	<u>Price</u>
		2018	2.000%	\$6,209,101.00
		2019	2.000%	
		2020	2.000%	<u>NIC</u>
		2021	2.000%	\$266,701.32
		2022	2.000%	
				<u>TIC</u> 1.293772%



Brown County, Wisconsin
 General Obligation Refunding Bonds, Series 2016C
 Tabulation of Bids
 October 19, 2016

<u>BIDDERS</u>	<u>Address</u>	<u>Year</u>	<u>Rate</u>	
Wells Fargo Bank, N.A.	Charlotte, NC	2017	2.000%	<u>Price</u>
		2018	2.000%	\$6,366,160.60
		2019	3.000%	
		2020	3.000%	<u>NIC</u>
		2021	3.000%	\$281,361.62
		2022	3.000%	
				<u>TIC</u>
				1.338569%

EXHIBIT C

BID FORM

[See Attached]

13099931.2

C-1

BID FORM

\$6,070,000*

**General Obligation Refunding Bonds, Series 2016C
Brown County, Wisconsin**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

Brown County, Wisconsin
c/o Public Financial Management, Inc. (Fax: 414 771-1041)

Sale Date: October 19, 2016

For all or none of the principal amount of the County's \$6,070,000* General Obligation Refunding Bonds, Series 2016C, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$6,370,267.70 plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

November 1 Year	Original Amount*	Revised Amount	Rate
2017	\$ 1,055,000	\$ 1,000,000	2.00%
2018	1,055,000	1,000,000	2.00%
2019	1,075,000	1,000,000	2.00%
2020	1,085,000	1,025,000	3.00%
2021	1,105,000	1,055,000	3.00%
2022	695,000	670,000	3.00%

* Preliminary, subject to change

The Bonds mature on November 1 in each of the years as indicated above and interest is payable May 1 and November 1 of each year, commencing May 1, 2017. The Bonds are not subject to prior redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated October 7, 2016. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$60,700 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID

Explanatory Note: According to our
computation this bid involves the following:

\$245,243.41

Net Interest Cost

1.165212%

True Interest Rate (TIC)

Respectfully submitted,

Cantor Fitzgerald & Co.

Account Manager

Katie Wiles

Katie Wiles

The foregoing offer is hereby accepted by and on behalf of Brown County, Wisconsin, this 19th day of October, 2016.

Patrick Moynihan, Jr., Chairperson

Sandra L. Jano, County Clerk

* Subsequent to the bid opening, the issue was resized to \$5,750,000 and the purchase price adjusted to \$6,035,672.65, yielding a Net Interest Cost of \$233,010.68 and a TIC of 1.165700%.

EXHIBIT D

FORM OF SERIES 2016C BOND

REGISTERED
NO. R-_____

UNITED STATES OF AMERICA
STATE OF WISCONSIN

REGISTERED
\$ _____

BROWN COUNTY, WISCONSIN,
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016C

<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Principal</u> <u>Amount</u>	<u>CUSIP</u>
_____%	November 1, ____	November 9, 2016	\$ _____	_____

FOR VALUE RECEIVED, Brown County, Wisconsin, promises to pay to Cede & Co., or registered assigns, the principal amount specified above on the maturity date specified above, together with interest thereon from the Dated Date or the most recent payment date to which interest has been paid, unless the date of registration of this Series 2016C Bond is after the 15th day of the calendar month immediately preceding an interest payment date, in which case interest will be paid from such interest payment date, at the rate per annum specified above, such interest being payable semi-annually on May 1 and November 1 of each year, commencing on May 1, 2017.

The Series 2016C Bonds are not subject to call and prior redemption.

Both principal hereof and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America by Associated Trust Company, National Association, Green Bay, Wisconsin, as the fiscal agent (the "Fiscal Agent") appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). For the prompt payment of this Series 2016C Bond with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged. The principal of this Series 2016C Bond shall be payable only upon presentation and surrender of this Series 2016C Bond to the Fiscal Agent at the principal office of the Fiscal Agent. Interest hereon shall be payable by check or draft dated as of the applicable interest payment date and mailed from the office of the Bond Registrar to the person in whose name this Series 2016C Bond is registered at the close of business on the 15th day of the calendar month next preceding each interest payment date.

This Series 2016C Bond is transferable only upon the books of the County kept for that purpose by the at the office of the Bond Registrar, by the registered owner in person or his duly authorized attorney, upon surrender of this Series 2016C Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new Series 2016C Bond of the same

D-1

13099931.2

aggregate principal amount, series and maturity shall be issued to the transferee in exchange therefor. The County may deem and treat the person in whose name this Series 2016C Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. The Series 2016C Bonds are issuable solely as negotiable, fully registered Series 2016C Bonds without coupons in authorized denominations of \$5,000 or any whole multiple thereof.

This Series 2016C Bond is one of an issue aggregating \$5,750,000 for public purposes, including but not limited to refunding certain maturities of the County's (i) \$7,125,000 General Obligation Corporate Purpose Bonds, Series 2006 dated June 7, 2006 and (ii) \$9,240,000 General Obligation Corporate Purpose Bonds, Series 2007 dated July 1, 2007, and issuance expenses.

This Series 2016C Bond is authorized by a resolution of the County Board of Supervisors of the County, duly adopted by said County Board of Supervisors at its meeting duly convened on October 19, 2016, which resolution is recorded in the official book of its minutes for said date.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Series 2016C Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Series 2016C Bond and others authorized simultaneously herewith, does not exceed any limitations imposed by law or the Constitution of the State of Wisconsin; and that the County has levied a direct, annual irrepealable tax sufficient to pay this Series 2016C Bond, together with interest thereon when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

D-2

13099931.2.2

IN WITNESS WHEREOF, the County Board of Supervisors of Brown County, Wisconsin, has caused this Series 2016C Bond to be signed on behalf of said County by its duly qualified and acting Chairperson and County Clerk, and its official or corporate seal to be impressed hereon, all as of the date of original issue specified above.

BROWN COUNTY, WISCONSIN

[SEAL]

By: _____
Patrick Moynihan, Jr., Chairperson

Attest: _____
Sandra L. Juno, County Clerk

13099931.2.2

D-3

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite Social Security or
other identifying number of Assignee)

the within Series 2016C Bond and all rights thereunder, hereby irrevocably constituting and appointing

(Please print or typewrite name of Attorney)

attorney to transfer said Series 2016C Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2016C Bond in every particular without alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

13099931.2.2

D-4

EXHIBIT E

FISCAL AGENCY AGREEMENT

\$5,750,000

**Brown County, Wisconsin
General Obligation Refunding Bonds, Series 2016C**

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of November, 2016, by and between Brown County, Wisconsin (the "County"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Agent").

WITNESSETH:

WHEREAS, the County has authorized the borrowing of the sum of FIVE MILLION SEVENTY HUNDRED FIFTY THOUSAND DOLLARS (\$5,750,000) pursuant to Section 67.05, Wisconsin Statutes, and resolutions adopted by the County Board on September 21, 2016 and October 19, 2016 and has authorized the issuance and sale of \$5,750,000 principal amount of general obligation refunding bonds to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Refunding Bonds, Series 2016C"; shall be dated November 9, 2016; shall bear interest at the rates set forth below; and shall mature on November 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$1,000,000	2.000%
2018	1,000,000	2.000%
2019	1,000,000	2.000%
2020	1,025,000	3.000%
2021	1,055,000	3.000%
2022	670,000	3.000%

Interest shall be payable semi-annually on May 1 and November 1 of each year, commencing on May 1, 2017, until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the County has authorized the appointment of the Agent as Fiscal Agent of the County for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and

maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to

such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

The Obligations are not subject to call and prior redemption.

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company by the County.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

BROWN COUNTY, WISCONSIN

[SEAL]

By: _____
Patrick Moynihan, Jr., Chairperson

By: _____
Sandra L. Juno, County Clerk

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

\$5,750,000

Brown County, Wisconsin
General Obligation Refunding Bonds, Series 2016C

[See Attached]

BOND DEBT SERVICE

Brown County, WI
 \$5,750,000 G.O. Refunding Bonds, Series 2016C
 Bid by Cantor Fitzgerald & Co. - After Resize

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2017			68,083.33	68,083.33	
11/01/2017	1,000,000	2.000%	71,250.00	1,071,250.00	1,139,333.33
05/01/2018			61,250.00	61,250.00	
11/01/2018	1,000,000	2.000%	61,250.00	1,061,250.00	1,122,500.00
05/01/2019			51,250.00	51,250.00	
11/01/2019	1,000,000	2.000%	51,250.00	1,051,250.00	1,102,500.00
05/01/2020			41,250.00	41,250.00	
11/01/2020	1,025,000	3.000%	41,250.00	1,066,250.00	1,107,500.00
05/01/2021			25,875.00	25,875.00	
11/01/2021	1,055,000	3.000%	25,875.00	1,080,875.00	1,106,750.00
05/01/2022			10,050.00	10,050.00	
11/01/2022	670,000	3.000%	10,050.00	680,050.00	690,100.00
	5,750,000		518,683.33	6,268,683.33	6,268,683.33

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

ACCEPTANCE FEE: \$325

ANNUAL FEE: \$363

OUT-OF-POCKET EXPENSES

The above fees do not include out-of-pocket expenses. All out-of-pocket expenses, including postage, supplies, telephone, publication costs, legal fees, wire charges, travel, shredding, and any other miscellaneous items, will be billed in addition to the charges listed in this schedule.

In the event that changes in laws or practices considerably expand our current duties and responsibilities, or if conditions of the economy so warrant, reasonable adjustments may be incorporated into this schedule of fees.

EXHIBIT F

SECTION 893.77 NOTICE

On October 19, 2016, a resolution was offered, adopted and approved by the County Board of Supervisors of Brown County, Wisconsin (the "County"), whereby the County authorized and directed the sale and issuance of its \$5,750,000 General Obligation Refunding Bonds, Series 2016C.

The closing for the above-referenced Bonds will be held on or about November 9, 2016. Copies of all proceedings had to date with respect to the authorization and sale of said Bonds are on file and may be examined in the offices of the County at 305 East Walnut Street, Green Bay, WI 54305.

This Notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such municipal financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this Notice.

Dated: October ____, 2016.

Sandra L. Juno
County Clerk

Brown County, Wisconsin Sale Results

\$1,970,000* General Obligation Promissory Notes, Series 2016B
\$6,070,000* General Obligation Refunding Bonds, Series 2016C

October 19, 2016



Prepared by
PFM Financial Advisors LLC
Public Financial Management, Inc.
115 South 84th Street, #315
Milwaukee, Wisconsin 53214
414-771-2700



10b|10c

Moody's Affirms "Aaa" Rating



Economy and Tax Base

- Moody's expect the county's tax base to grow modestly over the long term given the county's role as a regional commercial, retail and employment center.

Financial Indicators

- The County's sound financial operations are expected to remain stable given strong reserves and management's conservative budgeting practices.
- After drawdowns in 2013 (\$3.3 million) and 2014 (\$284,000), primarily due to one-time capital projects, the County's General Fund had a \$921,000 surplus in 2015.

Debt Factors

- A manageable debt profile with principal amortization of general obligation debt considered average with 77.8% of all debt retired in ten years.

Management

- The County's sound financial operations are expected to continue due to prudent management practices and strong reserve levels.



Results of Sale – 2016B Notes

On September 21, 2016, the County Board of Supervisors authorized the issuance of \$1,970,000 G.O. Promissory Notes, Series 2016B to finance jail video surveillance system, jail WRC intercom system replacement, land information and tax collection system replacement.

Today, at 10:00 AM, PFM took bids for the County's 2016B Notes. A total of five (5) bids were received. Below are the results.

Series 2016B Notes				
Bidder	True Interest Cost ("TIC")	Spread to Winning (%)	Spread to Winning (Present Value Dollars)	
1 Bankers' Bank *	1.318%			
2 Northland Securities, Inc.	1.409%	0.090%	\$ 7,865	
3 BOK Financial Securities, Inc.	1.415%	0.097%	\$ 8,400	
4 Robert W. Baird & Co., Inc.	1.445%	0.127%	\$ 11,025	
5 Raymond James & Associates	1.460%	0.141%	\$ 12,265	
* Underwriter's compensation is \$3.00 per bond, or 0.30%.				

It is recommended that the County award the 2016B Notes to Bankers' Bank.

Results of Sale – 2016C Refunding Bonds



On September 21, 2016, the County Board of Supervisors authorized the issuance of \$6,070,000 G.O. Refunding Bonds, Series 2016C to "current" refund the County's 2006 Bonds (4.00%) & 2007 Bonds (4.05%).

Today, at 10:00 AM, PFM took bids for the County's 2016C Refunding Bonds. A total of six (6) bids were received. Below are the results.

Series 2016C Refunding Bonds				
Bidder	True Interest Cost ("TIC")	Spread to Winning (%)	Spread to Winning (Present Value Dollars)	
1 Cantor Fitzgerald *	1.165%			
2 BOK Financial Securities, Inc.	1.190%	0.025%	\$ 4,944	
3 Robert W. Baird & Co., Inc.	1.231%	0.066%	\$ 12,932	
4 Northland Securities, Inc.	1.255%	0.090%	\$ 17,598	
5 Raymond James & Associates	1.294%	0.129%	\$ 25,152	
6 Wells Fargo	1.339%	0.173%	\$ 33,916	
* Underwriter's compensation is \$3.58 per bond, or 0.358%.				
* The issue was downsized to \$5,750,000 due to a bidder's premium and lower than expected expenses.				

The winning bid allowed for the 2016C Refunding Bonds to be downsized by \$320,000 to \$5,750,000

It is recommended that the County award the 2016B Notes to Cantor Fitzgerald.



Debt Service – 2016B Notes

In keeping with recent tradition, the amortization schedule for the technology related capital projects will be 8 years in length.

Actual results beat the September 21, 2016 estimate by \$24,523.

2016B Notes			
Year	Principal	Interest	Total
2017	\$ 230,000	\$ 26,046	\$ 256,046
2018	240,000	24,338	264,338
2019	240,000	21,938	261,938
2020	245,000	18,938	263,938
2021	250,000	15,875	265,875
2022	250,000	12,125	262,125
2023	255,000	8,375	263,375
2024	260,000	4,550	264,550
Total	\$ 1,970,000	\$ 132,183	\$ 2,102,183

Savings over September 21, 2016 estimate: 24,523



Debt Service – 2016C Refunding Bonds

Below is the actual debt service schedule for the 2016C Refunding Bonds. The saving from the refunding is \$549,347 (or 8.9% on a present value basis).

Actual results beat the September 21, 2016 estimate by \$104,846.

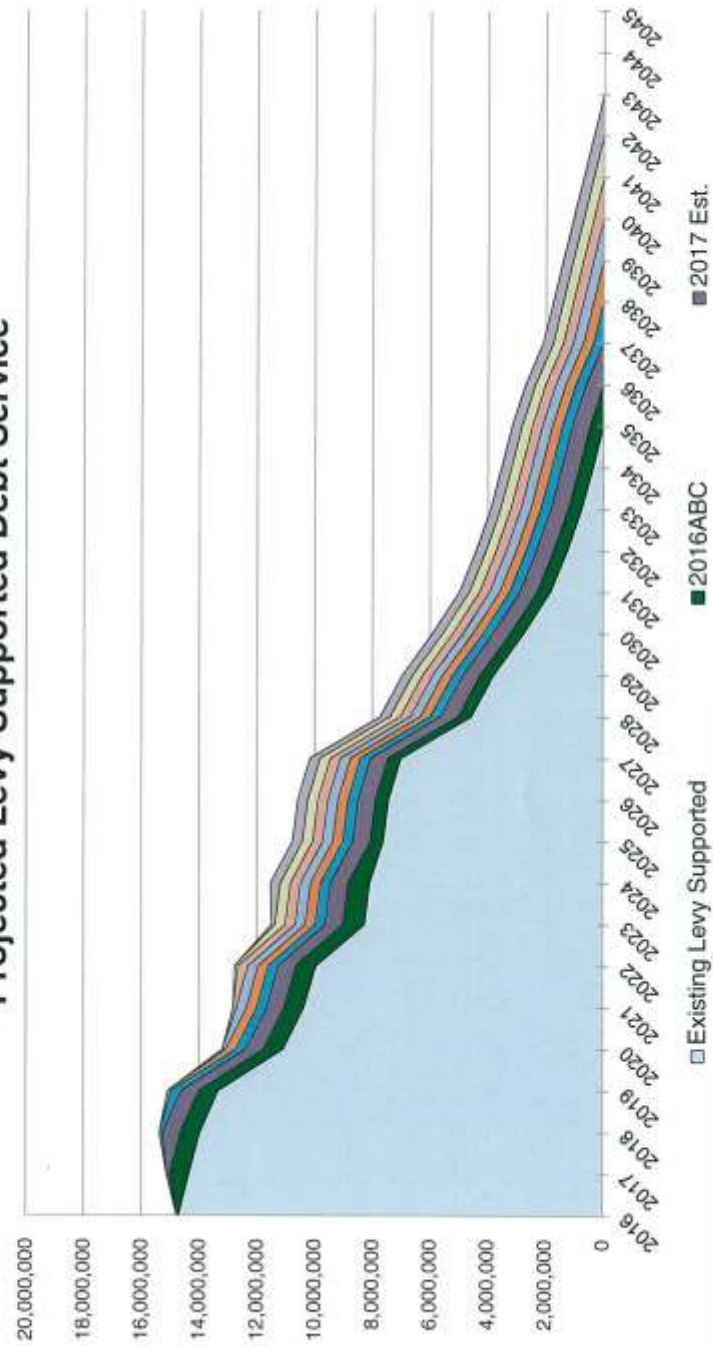
Year	Actual 2006/2007 Bonds			Estimated 2016C Refunding			Savings
	Principal	Interest	Total	Principal	Interest	Total	
2017	970,000	241,498	1,211,498	1,000,000	139,333	1,139,333	72,164
2017	1,005,000	202,698	1,207,698	1,000,000	122,500	1,122,500	85,198
2018	1,050,000	162,498	1,212,498	1,000,000	102,500	1,102,500	109,998
2019	1,090,000	120,173	1,210,173	1,025,000	82,500	1,107,500	102,673
2020	1,140,000	76,235	1,216,235	1,055,000	51,750	1,106,750	109,485
2021	730,000	29,930	759,930	670,000	20,100	690,100	69,830
Total	5,985,000	833,030	6,818,030	5,750,000	518,683	6,268,683	549,347
Savings over September 21, 2016 estimate:							104,846



Projected Levy Supported Debt Service

The below graph assumes a \$8,740,000 bond issue in 2017, and future bond issues of \$5.0 million that are structured as level payments each year.

Projected Levy Supported Debt Service



Presented to Brown County, WI



Schedule for 2016B and 2016C Issues

Below is the schedule for the 2016B Notes and 2016C Refunding Bonds.

Action	Date
✓ Board approves both Initial Authorizing Resolutions	September 21, 2016
✓ Rating Call with Moody's	September 30, 2016
✓ Rating received by Moody's	October 7, 2016
✓ Preliminary Official Statement distributed to potential bidders	October 10, 2016
✓ Day of Sale - Board awards 2016B and 2016C to best bidders	October 19, 2016
✓ Associated Trust Notifies DTC of debt to be refunded on Nov. 18, 2016	October 19, 2016
Closing - money is wired to the County	November 9, 2016
County prepays in full the 2006 Bonds and 2007 Bonds	November 18, 2016

PRESENTATION

Annual DTF/ICAC/Human Trafficking Update
By Sheriff Gossage, Lt. James Valley & Lt. Kevin Kinnard

Presentation documents are included at the end of the minutes in their entirety.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) State name and address for the record.
- b) Comments will be limited to five minutes.
- c) The Board's role is to listen and not discuss comments nor take action on those comments at this meeting.

Robert Welsing, Sr., 2140 Westline Road, Green Bay, spoke on behalf of his late son Robert Welsing, Jr.

No. 3 -- APPROVAL OF MINUTES OF SEPTEMBER 21, 2016.

Point of Information: Resolution #10a, item 16-84, was originally recorded as "passed", however, according to State Statute, the required 2/3 majority of votes did not occur and therefore item 16-84 actually did not pass.

A motion was made by Supervisor Gruszynski and seconded by Supervisor Kneiszel "to approve". Voice vote taken. Motion carried unanimously with no abstentions.

No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Brusky announced the reopening of the Webster Avenue Bridge in Allouez next week. There will be a ribbon cutting ceremony on October 29, 2016 and all are invited to attend. Supervisor Brusky also congratulated the Brown County Health Department on a very successful "This is Public Health" event held last weekend at Shopko Hall.

Supervisor Evans requested all Supervisors go back and read the letter they received from Hobart Village President Heidel regarding the village's position with Oneida. Supervisor Evans stated there is a lot of good information in the letter.

Supervisor Schadewald invited everyone to attend St. John the Baptist Church's Fall Festival on Friday, October 21, 2016 from 3-7pm.

Supervisor Lefebvre thanked all the Supervisors who attended the Clean Bay Backers County Farm Fair.

No. 5 -- COMMUNICATIONS. None.

No. 5a -- FROM SUPERVISOR SCHADEWALD: THIS IS MY REQUEST FOR THE COMMITTEE TO EVALUATE MONTANA METH PROJECT COMMERCIALS FOR POSSIBLE USE AS PUBLIC SERVICE ANNOUNCEMENTS IN BROWN COUNTY.

Referred to Human Services and Public Safety Committees.

No. 5b -- FROM SUPERVISOR ERICKSON: REQUEST CONSIDERATION OF INCREASING THE DAILY FEE FOR USE OF JAIL BY MUNICIPALITIES ON CIVIL FORFEITURE BENCH WARRANTS FROM \$40.00 PER DAY TO \$200.00 PER DAY. ISSUE IS USE OF JAIL FOR COLLECTION OF FINES – JAIL OVERCROWDING – COST TO HOUSE.

Referred to Corp Counsel to review for Executive Committee on 10/24/16.

**No. 6 -- APPOINTMENTS
COUNTY EXECUTIVE:**

No. 6a -- Appointment of Debbie Diederich as an alternate to the Board of Adjustment.

A motion was made by Supervisor Sieber and seconded by Supervisor Becker **“to approve the above appointment”**. Voice vote taken, motion carried unanimously with no abstentions.

No. 6b -- Reappointment of Mike Van Lanen and Norb Dantine to the Solid Waste Management Board.

A motion was made by Supervisor Nicholson and seconded by Supervisor De Wane **“to approve the above appointments.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 7a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach thanked those who have taken part in the lively debates thus far regarding the upcoming 2017 budget.

Executive Streckenbach advised that the attendance at last week’s Clean Bay Backers event was amazing. He stated it is good to see interest from all elected officials – state, federal, city and county. Additionally, he stated the “This is Public Health” event also held last week had great results for a first effort to bring awareness to public health.

Executive Streckenbach announced that the new airport therapy dog has been a great addition to the airport.

Executive Streckenbach stated that “Make a Difference Day” is Saturday, October 22, 2016. He invited anyone interested to volunteer. He stated it’s a great event to bring awareness to the community.

County Executive Streckenbach announced that Syble Hopp School Administrator Barb Natelle will be retiring. He stated the process to find her replacement will begin soon.

Executive Streckenbach introduced Airport Director Tom Miller for a special announcement:

Director Miller announced that last Saturday evening, Austin Straubel was inducted into the Aviation Hall of Fame at EAA in Oshkosh. Director Miller handed out a souvenir card to all the Supervisors which commemorated the event and thanked everyone for the support of Mr. Straubel's nomination.

No. 7b -- REPORT BY BOARD CHAIRMAN.

Board Chairman Moynihan thanked Sheriff Gossage, Lt. Valley and Lt. Kinnard for their presentations this evening.

Chairman Moynihan reminded everyone of the upcoming budget meeting which begins at 9:00am on Wednesday, November 2, 2016. He stated the Public Hearing will begin at 9:30am that day.

Chairman Moynihan advised Supervisors that, if needed, the Veto Session would be held on Monday, November 14, 2016 at 6:00pm.

Chairman Moynihan then yielded the floor to Supervisor De Wane who asked a question about the negotiations reportedly taking place with the County Executive and Library Director to move Brown County's East Side Library to the East Town Mall location. Supervisor De Wane requested an update on this information. Supervisor Van Dyck, Chairman of the Education & Recreation Committee, spoke to this matter and updated the Board on behalf of the committee.

No. 8 -- OTHER REPORTS. None.

No. 9 -- STANDING COMMITTEE REPORTS:

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF OCTOBER 5, 2016

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **ADMINISTRATION COMMITTEE** met in regular session on October 5, 2016 and recommends the following:

1. Review Minutes of:
 - a. Housing Authority (August 15, 2016). Receive and place on file.
2. Communication from Supervisor Gruszynski re: To increase transparency and good government practices in Brown County, any campaign finance report submitted by a registered campaign committee, to the County Clerk, must be accompanied by a bank statement. The bank statement must match the bank account listed on the candidate's committee registration statement. The bank statement will also be required to reflect all campaign contributions covered in the scope of the filing period. A bank statement requirement would apply to all reports, including those with no activity, and candidates claiming exemption. To refer to Corporation Counsel.
3. Communication from Supervisor Zima re: I am requesting the following: A.) An accounting of where the money came from to settle the resignation of former Corporation Counsel Juliana Ruenzel including attorney fees; B.) A review of county policy. To review county policies related to the transfer of funds/use for other than it was intended.
4. Brown County Financial Statement Results – Levy Funded Departments as of August 2016. Receive and place on file.

- 4a. Resolution Authorizing the Issuance and Sale of [\$1,970,000] General Obligation Promissory Notes, Series 2016B. To approve and refer to Executive Committee. See Resolutions and Ordinances.
- 4b. Resolution Authorizing the Issuance and Sale of [\$6,070,000] General Obligation Refunding Bonds, Series 2016C. To approve and refer to Executive Committee. See Resolutions and Ordinances.
5. Treasurer - Budget Status Financial Report for August 2016. Receive and place on file.
6. Child Support - Budget Status Financial Report for August 2016. Receive and place on file.
7. Child Support - Departmental Openings Summary. Receive and place on file.
8. Child Support - Director Summary. Receive and place on file.
9. County Clerk - Budget Status Financial Report for August 2016. Receive and place on file.
10. County Clerk - Benefits Advisory Committee Update. *No action taken.*
11. TS - Budget Status Financial Report for August 2016. Receive and place on file.
12. TS - Director's Report. Receive and place on file.
13. HR - Budget Status Financial Report for August 2016 - Unaudited. Receive and place on file.
14. HR - Budget Adjustment Request (#16-87): Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). To approve.
- 14a. HR - Budget Adjustment Request (#16-92): Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation. To approve.
15. HR - Turnover Report. Receive and place on file.
16. HR - Department Vacancies Report. Receive and place on file.
17. HR - Position Approval Lists. Receive and place on file.
18. Dept. of Admin - Budget Status Financial Report for August 2016. Suspend the rules to take 18-21 together.
19. Dept. of Admin - Budget Adjustment Request (#16-89): Any allocation from a department's fund balance. *See Item 21.*
20. Dept. of Admin - Departmental Opening Summary. *See Item 21.*
21. Dept. of Admin - 2016 Budget Adjustment Log. To approve 18-21 together.
22. Audit of bills. *No action taken.*

A motion was made by Supervisor Schadewald and seconded by Supervisor Blom **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF SEPTEMBER 29, 2016.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **Education and Recreation Committee** met in regular session on September 29, 2016 and recommends the following:

1. Review Minutes of:
 - a. Library Board (July 21, 2016). Receive and place on file.
 - b. Library Board and Ed & Rec Committee (August 18, 2016). Receive and place on file.

- c. Neville Public Museum Governing Board (September 12, 2016). Receive and place on file.
2. Golf Course - Budget Status Financial Report for August 2016 (Unaudited). Receive and place on file.
3. Golf Course - Superintendent's Report. Receive and place on file.
4. Museum - Budget Status Financial Report for August 2016 (Unaudited). Receive and place on file.
5. Museum - Director's Report. Receive and place on file.
6. Museum - Fall-Winter 2016 Musepaper. Receive and place on file.
7. Library - Budget Status Financial Report for June, July and August 2016 (Unaudited). Receive and place on file.
8. Library Report. Receive and place on file.
9. NEW Zoo - Budget Status Financial Report for August 2016 (Unaudited). Receive and place on file.
10. NEW Zoo - Director's Report and ZOO Monthly Activity Reports. Receive and place on file.
11. Park Mgmt. - Budget Status Financial Report for July and August 2016 (Unaudited). Receive and place on file.
12. Park Mgmt. - Discussion re: Fee Waiver requested by the Ashwaubenon Nordic Ski Team for a trail race in late December. To approve.
13. Park Mgmt. - Discussion re: Koch Property Donation, 5374 Moonlite Drive, De Pere, WI 54115. To refer back to staff to bring back further information at the meeting following the budget meeting. Carried 4 to 1.
14. Park Mgmt. – Park Attendance and Field Staff Reports for June 2016. Receive and place on file.
15. Park Mgmt. - Assistant Director's Report. Receive and place on file.
16. Resch Centre/Arena/Shopko Hall – Complex Attendance for Veterans Memorial Complex for August 2016. Receive and place on file.
17. Audit of bills. To pay the bills.

A motion was made by Supervisor Gruszynski and seconded by Supervisor Ballard **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF OCTOBER 10, 2016.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **Executive Committee** met in regular session on October 10, 2016 and recommends the following:

1. Review Minutes of: None.
2. Review and Possible Action on Legal Bills to be paid.
 - i. To approve to pay the legal bills with the exception of the von Briesen bills which were pulled for discussion.
 - ii. To refer back to staff to get a report on legal expenditures Year To Date and of future expenditures and to pay the bills.
3. Communication from Supervisor Van Dyck re: Modify Section 3.06 of the Brown County Code of Ordinances entitled “Purchase and Sale of Tax Delinquent Property” by

replacing any reference to Executive Committee with Administration Committee, basically transferring oversight for the purchase and sale of Tax delinquent property from Executive Committee to Administration Committee. To refer to Corporation Counsel to make the necessary adjustments to the ordinance. See Resolutions and Ordinances.

4. Communication from Supervisor De Wane re: To look at funding the D.A.R.E. program for one year, while they get their much needed program back on the ground. To refer to the Executive Committee budget meeting.
5. An Ordinance to Amend Sections 4.49 and 4.57 of the Brown County Code of Ordinances Entitled, Respectively, as "Extra Pay" and "Policy". **Item was held under approve/modify agenda.* See Resolutions and Ordinances.
6. Ordinance to Amend Section 4.57 of the Brown County Code of Ordinances Entitled "Policy".
To refer back to Human Resources. See Resolutions and Ordinances.
7. Ordinance Amending Sections 4.93 of Chapter 4 of the Brown County Code Entitled "Grievance Procedure". Receive and place on file. See Resolutions and Ordinances.
8. Brown County Financial Statement Results–Levy Funded Departments as of August 2016. Receive and place on file.
9. Treasurer
 - a) DISCUSSION/ACTION - Review and approval or rejection of bids/selling prices for tax deed properties: (Bid results of 10-10-16):

Parcel#	Municipality	Address	Starting Bid	High Bid	# of Bids
Parcel 21-1293-2	City of Green Bay	1739 Main St.	\$100	\$	#

*Held for 30 days to direct Treasurer Zeller to go back to the two parties and seek an offer if they are interested. *Item was held under approve/modify agenda.*
10. Internal Auditor Report
 - a) Presentation of the 2015 Comprehensive Annual Financial Report, Federal Awards and State Financial Assistance Report and Management Communications by David Maccoux, Schenck, SC. (Material previously distributed). Receive and place on file.
 - b) Board of Supervisors Budget Status Financial Report – August 2016 (Unaudited). Receive and place on file.
 - c) Monthly Status Update: September 1 – September 30, 2016. Receive and place on file.
 - d) 2017 Proposed Audit Plan. To approve the Internal Auditor's 2017 Proposed Audit Plan.
11. Human Resources Report. Receive and place on file.
12. County Executive Report. *No action taken.*
13. Open Session: Discussion and possible action regarding the contract negotiations for the Non-Supervisory Deputy Sheriff's Labor Agreement. Enter into closed session.
14. Closed Session: Discussion and possible action regarding the contract negotiations for the Non-Supervisory Deputy Sheriff's Labor Agreement. Notice is hereby given that the governmental body will adjourn into a closed session during the meeting on the above date, as authorized pursuant to Section 19.85 (1)(e) of the Wisconsin Statutes, for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, which bargaining is pursuant to Wis. Stat. §111.70 for purposes of negotiating and collective bargaining said agreement. Return to regular order of business.
15. Reconvene in Open Session: Discussion and possible action regarding the contract negotiations for the Non-Supervisory Deputy Sheriff's Labor Agreement. *No action taken.*

A motion was made by Supervisor Van Dyck and seconded by Supervisor Nicholson "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

No. 9ci -- REPORT OF SPECIAL EXECUTIVE COMMITTEE OF OCTOBER 19, 2016

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **EXECUTIVE COMMITTEE** met in special session on October 19, 2016 and recommends the following:

1. Resolution Authorizing the Issuance and Sale of [\$1,970,000] General Obligation Promissory Notes, Series 2016B. *Motion pending Special Executive Cmte October 19, 2016. See Resolutions and Ordinances. Motion to approve the Bankers bid at a true interest cost of 1.165% was approved.*
2. Resolution Authorizing the Issuance and Sale of [\$6,070,000] General Obligation Refunding Bonds, Series 2016C. *Motion pending Special Executive Cmte October 19, 2016. See Resolutions and Ordinances. Motion to approve Cantor Fitzgerald & Co. at a true interest cost of 1.165% was approved.*

A motion was made by Vice Chair Lund and seconded by Supervisor Van Dyck **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF SEPTEMBER 28, 2016.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **HUMAN SERVICES COMMITTEE** met in regular session on September 28, 2016 and recommends the following:

1. Review Minutes of:
 - a) Board of Health (July 19, 2016).
 - b) Human Services Board (September 8, 2016).
 - c) Mental Health Ad Hoc Treatment Committee (July 27 & August 24, 2016).
 - d) Veterans' Recognition Subcommittee (August 16, 2016).
 - i. Suspend the rules to take Items 1a, b, c & d together.
 - ii. To approve Items 1a, b, c & d.
2. Communication from Supervisor Schadewald re: I propose that the Human Services Committee examine and draft a resolution similar to St. Croix County Resolution No. 37 (2016). To hold for 60 days.
3. Communication from Supervisor Evans re: To review with possible action on County policies regarding visiting hours for relatives, court appointed guardians, and other professional services personnel at the Community Treatment Center. To bring this one item to the October Human Services Budget Meeting.
4. Communication from Supervisor Hoyer re: Explore possibility to make the results of sanitarian visits to businesses in our community available online. Receive and place on file.

5. Communication from Supervisor Hoyer re: Request a review of county-wide policies and procedures by the Health Department for coordinating with municipalities faced with potential lead levels in residential drinking water, including an exploration of providing filters to those at risk with lead pipes, particularly households with children and expectant mothers. Receive and place on file.
6. Ordinance to Repeal and Replace Section 30.05 of the Brown County Code of Ordinances, entitled, "Prohibiting Fraud in Public Assistance, Housing Accommodations and Energy Assistance Cases". To hold until next meeting. See Resolutions and Ordinances.
7. Wind Turbine Update - Cost of peer review. To refer to Corporation Counsel and Purchasing Department.
8. Wind Turbine Update - Questions for Attorney General. To hold until they receive a response from the Attorney General.
9. Wind Turbine Update - Receive new information – Standing Item. *No action taken.*
10. Human Svc Dept. - Executive Director's Report. Receive and place on file.
11. Human Svc Dept. - Budget Adjustment Request (16-86): Any increase in expenses with an offsetting increase in revenue. To approve.
12. Human Svc Dept. - Resolution to Support Residential Treatment Services. To approve. See Resolutions and Ordinances.
13. Human Svc Dept. - Resolution in Support of Increased Funding in the Children and Family Aids Allocation. To approve. See Resolutions and Ordinances.
14. Human Svc Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
15. Human Svc Dept. - Statistical Reports.
 - a) CTC Staff – Double Shifts Worked.
 - b) Monthly CTC Data – Bay Haven Crisis Diversion/Nicolet Psychiatric Hospital.
 - c) Child Protection – Child Abuse/Neglect Report.
 - d) Monthly Contract Update.
 - i. To suspend the rules to take 15 a, b, c & d together.
 - ii. Receive and place on file Items 15 a, b, c & d.
16. Human Svc Dept. - Request for New Non-Continuous and Contract Providers and New Provider Contract. To approve.
17. Audit of bills. *No action taken.*

A motion was made by Supervisor Hoyer and seconded by Supervisor Brusky **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF SEPTEMBER 26, 2016.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE** met in regular session on September 26, 2016 and recommends the following:

1. Review minutes of:
 - a. Harbor Commission (July 18, 2016). Suspend the rules and take Items 1a-f together.
 - b. Planning Commission Board of Directors (August 3, 2016). *See Item 1f.*

- c. Planning Commission Board of Directors Transportation Subcommittee (May 16, 2016). *See Item 1f.*
 - d. Rural Specialized Transportation Needs Study Advisory Committee Meeting #2 (June 7, 2016 and August 23, 2016). *See Item 1f.*
 - e. Solid Waste Board (July 18, 2016). *See Item 1f.*
 - f. Transportation Coordinating Committee (June 13, 2016). Receive and place on file Items 1a-f.
2. Public Works - Budget Adjustment Request (16-78): Any increase in expenses with an offsetting increase in revenue. To approve.
 3. Public Works - Summary of Operations. To approve.
 4. Public Works - Director's Report. Receive and place on file.
 5. Public Works - CTH EE Intersection Report. Receive and place on file.
 6. Public Works - Bid recommendation and approval for Bid Project #2082 – Multiple Building Automation Upgrades. To approve the low bid of \$44,757.00 to Industrial Controls.
 7. Public Works - Housekeeping Report. To send to Administration to bring back at budget time with exact fiscal impact.
 8. Public Works - Municipal Project Agreement Policy Update. To send it back to staff and bring back in January.
 9. Airport - Budget Status Financial Report for August 2016. Receive and place on file.
 10. Airport - Departmental Opening Summary. Receive and place on file.
 11. Airport - Employee's Working over 12 Hrs. in a 24 hr. Period Report. Receive and place on file.
 12. Airport - Director's Report. Receive and place on file.
 13. Planning Commission - Resolution Adopting the Brown County Community Development Block Grant (CDBG) – Housing Revolving Loan Fund (RLF) Manual. To approve. See Resolutions and Ordinances.
 14. Planning Commission - Update regarding development of the Brown County Farm property – standing item. Receive and place on file.
 15. Planning Commission - Budget Status Financial Report for August 2016 (Unaudited). To suspend the rules and take Items 15, 16 & 17.
 16. Zoning - Budget Status Financial Report for August 2016 (Unaudited). *See Item 17.*
 17. Property Listing - Budget Status Financial Report for August 2016 (Unaudited). To approve Items 15, 16 & 17.
 18. Port & Resource Recovery - Property Acquisition Plan – Request for Approval. To approve.
 19. Port & Resource Recovery - Great American Disposal Contract Extension Attachment D – Request for Approval. To have Corporation Counsel review the contract and approve or deny and bring back to the next meeting.
 20. Port & Resource Recovery - Director's Report. Receive and place on file.
 21. An Ordinance to Amend Sections 4.49 and 4.57 of the Brown County Code of Ordinances Entitled, Respectively, as "Extra Pay" and "Policy". Receive and place on file. See Resolutions and Ordinances.
 22. Register of Deeds - Budget Status Financial Report for July and August 2016. To suspend the rules and take Items 22-25.
 23. Register of Deeds - Departmental Opening Summary. *See Item 25.*
 24. UW-Extension - Budget Status Financial Report for August 2016. *See Item 25.*
 25. Audit of bills. To receive and place on file Items 22-25.

A motion was made by Supervisor Dantinne and seconded by Supervisor Erickson **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9ei -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF SEPTEMBER 26, 2016.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **LAND CONSERVATION SUBCOMMITTEE** met in regular session on September 26, 2016 and recommends the following:

1. Departmental Openings Summary. Receive and place on file.
2. Land Conservation Budget Status Financial Report for August 2016 (unaudited). To approve.
3. Approval of Land & Water Resource Management Plan. To approve and forward to the January County Board.
4. Directors Report:
 - a. Manure spreading in Village of Bellevue. Receive and place on file.

A motion was made by Supervisor Sieber and seconded by Supervisor Landwehr **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF OCTOBER 4, 2016.

TO THE MEMBERS OF THE BROWN
COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The **PUBLIC SAFETY COMMITTEE** met in regular session on October 4, 2016 and recommends the following:

1. Review Minutes of Criminal Justice Coordinating Board (August 11, 2016). To approve.
2. Sheriff Budget Adjustment Request (#16-83): Any allocation from a department's fund balance. To approve.
3. Sheriff's Report. Receive and place on file.
4. Public Safety Communications - Budget Status Financial Report for August 2016. Receive and place on file.
5. Public Safety Communications - Director's Report. Receive and place on file.
6. Emergency Mgmt. - Budget Status Financial Report for August 2016. Receive and place on file.
7. Emergency Mgmt. - Director's Report. Receive and place on file.
8. Circuit Court, Commissioners, Probate Budget Status Financial Report for August 2016. Receive and place on file.
9. Judicial Report. Receive and place on file.
10. Clerk of Courts Budget Status Financial Report for August 2016. Receive and place on file.
11. Clerk's Report. Receive and place on file.
12. Communication from Supervisor Erickson re: Get day report center operating. Waukesha Co. saw an improvement of 15-20% reduction in their jail population.

Increase diversion program. Do we have to add any additional staff to this program? Municipal warrants are entered for failure to pay on very low bond amounts. How is this determined? Brown Co. is at \$500.00 for non-payment. Can Brown Co. and the Sheriff ask municipalities to raise the amount or provide their own facility for such low bond amounts? Address Municipal Courts low warrants for failure to pay. Are these warrants still active? Send juveniles to state facility rather than expand the jail space. Look into a Scared Straight program. Stager time served in jail if a month is partially full. Ed. Half now and half in 120 days. Discussion on report dates to jail. Move to Monday mid-morning, instead of Fridays. Find a better solution for OAR (operating after revocation) and OAS (operating after suspension) for non-appearances and payment hearings. This may eliminate 2-5 lock ups per week. Monthly reporting of Jail population to the judicial system – DA's office, Judges and Court Commissioners.

To refer to the Criminal Justice Coordinating Board.

13. Communication from Supervisor De Wane re: To look at funding the D.A.R.E. Program for one year, while they get their much needed program back on the ground.
 - i. To reconsider the Sheriff's budget.
 - ii. To add \$100,000 to the Sheriff's budget for the purpose of funding a D.A.R.E. position.
 - iii. To approve the budget as amended.
 - iv. That the Sheriff prepare a resolution requesting the Packers to fund the other position equal to what the County is adding to the levy. Ayes: 3; Abstain 1.
14. Communication from Supervisor Buckley re: Request that the Human Services Director attend the next Public Safety meeting to explain how an inmate escaped from the secure portion of the CTC Center. To hold until January.
15. Resolution to Approve Legislation Allowing Counties to Seize Drunk Drivers' Vehicles. To hold until December. See Resolutions and Ordinances.
16. Audit of bills. To pay the bills.

A motion was made by Supervisor Clancy and seconded by Supervisor Zima "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

No. 10 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

No. 10a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, within the past 30 days departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

16-78 GV-10 project has LRIP Funds that were approved by WisDOT. Need to increase Construction
Public General Expenses as well as Contributed Capital Revenue to be able to record this revenue and
Works corresponding expense.

Amount: \$465,832

16-83 This request is to increase federal asset forfeiture expenses to purchase items not originally
Sheriff included in the adopted 2016 budget utilizing the asset forfeiture fund balance carried over into
2016. These expenses have been approved by the Drug Task Force Oversight Board which has
discretion over expenses from the fund. This consists of computer equipment for social media and
cell phone extracts and includes a video router and Multiview equipment plus computers and
monitors. No tax levy money is involved in this adjustment. Fiscal impact: \$42,000 non-levy
dollars (utilize asset forfeiture fund balance).

Amount: \$42,000

16-86 2016 FoodShare Bonus Funding available for BayLake Consortium as increase to CARS IM
Human Contract Profiles 283 (IMAA State Share). This budget adjustment recognizes both the Brown
Services County and other consortium county portions for overall Bonus Funding amount of \$265,986. This
additional funding is to be used for FoodShare program expenses and will allow for purchases of
equipment and technology to enhance client service by increasing staff efficiency and retention.
This will also allow an increase to the budget for interpreter services.

Amount: \$265,986

16-89 Year-end Casualty Insurance Fund transfer of \$450,000 to Reserve Auto and Other Liability Loss
Admin Accounts.

Amount: \$450,000

16-92 2016 Adjustment: With the vacancy for the Senior HR Analyst and HR Director, it is anticipated
Human that additional temporary help will be needed in the 4th quarter. Current projections are for
Resource Personnel Costs to have a surplus of over \$120,000. Six months of budgeted wages (\$34,998) for
s the Senior HR Analyst plus related benefits is being transferred from Personnel Costs to Operating
Expenses for a total of \$39,845.

Amount: \$39,845

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

ADMINISTRATION COMMITTEE

HUMAN SERVICES COMMITTEE

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 10/24/16

Authored by Administration
Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in each individual budget adjustment listed above.

A motion was made by Supervisor De Wane and seconded by Supervisor Lefebvre **“to adopt”**.
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION 10A
ON THE FOLLOWING PAGES

16-78

BUDGET ADJUSTMENT REQUEST

<u>Category</u>	<u>Approval Level</u>
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year 	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm ^{ad} 2/3 County Board
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
<input type="checkbox"/> 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

GV-10 project has LRIP Funds that were approved by WisDOT. Need to increase Construction General Expenses as well as Contributed Capital Revenue to be able to record this revenue and corresponding expense.

Amount: \$465,832

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	443.044.9001	Capital Contribution	465,832
<input checked="" type="checkbox"/>	<input type="checkbox"/>	443.044.6182.100	Construction General	465,832
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZATIONS


 Signature of Department Head
 Department: Public Works
 Date: 8/13/16


 Signature of COA or Executive
 Date: 8/22/16

Revised 4/1/14

16-83

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☒ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

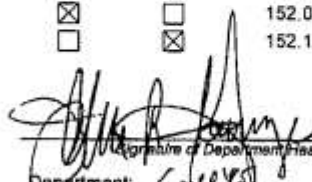
Justification for Budget Change:

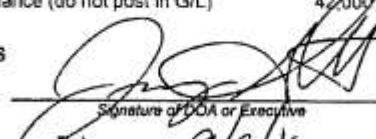
This request is to increase federal asset forfeiture expenses to purchase items not originally included in the adopted 2016 budget utilizing the asset forfeiture fund balance carried over into 2016. These expenses have been approved by the Drug Task Force Oversight Board which has discretion over expenses from the fund. This consists of computer equipment for social media and cell phone extracts and includes a video router and Multiview equipment plus computers and monitors. No tax levy money is involved in this adjustment. Fiscal impact: \$42,000 non-levy dollars (utilize asset forfeiture fund balance)

Amount: \$42,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	152.074.077.6110.020	Outlay equipment	\$16,240
<input checked="" type="checkbox"/>	<input type="checkbox"/>	152.074.077.5395	Equipment non-outlay	18,400
<input checked="" type="checkbox"/>	<input type="checkbox"/>	152.074.077.5300	Supplies	7,360
<input type="checkbox"/>	<input checked="" type="checkbox"/>	152.1009.199	Fund balance (do not post in G/L)	42,000

AUTHORIZATIONS


 Signature of Department Head
 Department: SHERIFF
 Date: 09/02/16


 Signature of BOA or Executive
 Date: 9/9/16

Revised 4/1/14

10a

16-86

BUDGET ADJUSTMENT REQUEST

Category**Approval Level**

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1 | Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 | Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee |
| <input type="checkbox"/> 5 b) | Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 6 | Reallocation between two or more departments, regardless of amount | Oversight Comm
2/3 County Board |
| <input checked="" type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 8 | Any allocation from a department's fund balance | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 9 | Any allocation from the County's General Fund | Oversight Comm
Admin Committee
2/3 County Board |

Justification for Budget Change:**2016 Budget Adjustment**

2016 FoodShare Bonus Funding available for BayLake Consortium as increase to CARS IM Contract Profiles 283 (IMAA State Share) and 284 (IMAA Federal Share). This budget adjustment recognizes both the Brown County and other consortium county portions for overall Bonus Funding amount of \$265,986. This additional funding is to be used for FoodShare program expenses and will allow for purchase of equipment and technology to enhance client service by increasing staff efficiency and retention. This will also allow an increase to the budget for interpreter services.

Amount: 265,986

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.200.4302.0283	State grant and aid revenue IMMA State Share	\$ 80,673
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.200.4302.0284	State grant and aid revenue IMMA Federal Share	\$ 80,673
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.132.5601.100	Intra-county expense Technology services	\$ 110,005
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.132.5395	Equipment – nonoutlay	\$ 47,470
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.134.7000.INT	Purchased Services Interpreter	\$ 3,871
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.200.4302.0283 CONS	State grant and aid revenue IMMA State Consortium	\$ 52,320
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.200.4302.0284 CONS	State grant and aid revenue IMMA Federal Consortium	\$ 52,320
<input checked="" type="checkbox"/>	<input type="checkbox"/>	201.076.130.134.5700.0076 CONS	Contracted Services IM Consortium	\$ 104,640

Revised 4/1/14

BUDGET ADJUSTMENT REQUEST
2016 FoodShare Bonus Funding



Signature of Department Head
Department: Human Services
Date: 9/19/2016

AUTHORIZATIONS



Signature of DOA or Executive
Date: 9/20/16

Revised 4/1/14

10a

16-89

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☒ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
 Director of Admin

 County Exec

 County Exec

 Admin Committee

 Oversight Comm
 2/3 County Board

 Oversight Comm
 2/3 County Board

 Oversight Comm
 2/3 County Board

 Oversight Comm
 2/3 County Board

 Oversight Comm
 Admin Committee
 2/3 County Board

Justification for Budget Change:

Year-end Casualty Insurance Fund transfer of \$450,000 to Reserve Auto and Other Liability Loss Accounts.

Amount \$450,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	751.064.034.5420.900	Reserve Other Liability Loss	\$420,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	751.064.034.5420.300	Reserve Auto Liability Loss	\$30,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	751.3000	Unrestricted	\$450,000
<input type="checkbox"/>	<input type="checkbox"/>			

sp
9/27/11

AUTHORIZATIONS


 Signature of Department Head


 Signature of DDA or Executive

Department: Dept of Administration
 Date: 9-27-11

Date: 9/27/11

Revised 4/1/14

10a

16-92

BUDGET ADJUSTMENT REQUEST**Category**

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☒ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board


Justification for Budget Change:

2016 adjustment: With the vacancy for the Senior HR Analyst and HR Director, it is anticipated that additional temporary help will be needed in the 4th quarter. Current projections are for Personnel Costs to have a surplus of over \$120,000. Six months of budgeted wages (\$34,998) for the Senior HR Analyst plus related benefits is being transferred from Personnel Costs to Operating Expenses for a total of \$39,845.

Preparer: David P. Ehlinger 10-04-2016

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	100.064.001.5706	Temporary replacement help	39,845
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.064.001.5100	Regular earnings	34,998
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.064.001.5110.100	Fringe benefits FICA	2,877
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.064.001.5110.300	Fringe benefits retirement	2,170

AUTHORIZATIONS


 Signature of Department Head
 Department: HR
 Date: 10/4/16


 Signature of DOA or Executive
 Date: 10/4/16

Revised 8/21/14

10a

(No. 10b-10c were taken after No. 1)

Executive Committee

No. 10d -- ORDINANCE TO AMEND SECTION 3.06 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "PURCHASE AND SALE OF TAX DELINQUENT PROPERTY".

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES HEREBY
ORDAIN AS FOLLOWS:

Section 1 – Section 3.06(5) of the Brown County Code of Ordinances is hereby amended as follows:

(5) Sale of Tax Delinquent Real Estate. (a) Supervising authority of the purchase and sale of tax delinquent real estate is hereby vested in the County Board ~~Executive Administration~~ Committee. Pursuant to Sections 75.69 and 75.35(2), Wisconsin Statutes, the ~~Executive Administration~~ Committee shall insure that no tax delinquent real estate acquired by Brown County shall be sold unless the sale and appraised value of such real estate has first been advertised by publication of a Class 3 notice under Chapter 985 Wisconsin Statutes, which requires three insertions in the appropriate publication. ~~*The County Board may accept the bid most advantageous to the county, but every bid less than the appraised value of the property shall be rejected.~~

Section 2 – This Ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
EXECUTIVE COMMITTEE

/s/ Troy Streckenbach 10/24/16
Troy Streckenbach, Brown Co. Executive Date

/s/ Sandra L. Juno 10/24/16
Sandra L. Juno, Brown Co. Clerk Date

/s/ Patrick W. Moynihan, Jr. 10/24/16
Patrick W. Moynihan, Jr., Date
Brown Co. Board Chairman

Authored by Corporation Counsel (at the Request of the Executive Committee)
Approved by Corporation Counsel's Office

~~*As approved by Brown County Board of Supervisors, 10/19/2016.~~

Fiscal Note: *This resolution does not require an appropriation from the General Fund.*

Following discussion, a motion was made by Supervisor Landwehr **“to refer back to Corp Counsel for clarification”**. Supervisor Landwehr then rescinded his motion.

A motion was then made by Supervisor Sieber and seconded by Vice Chair Lund **“to strike the last sentence in Section 1 and approve the amended resolution”**. Voice vote taken. Motion carried unanimously with no abstentions.

Executive Committee

No. 10e -- AN ORDINANCE TO AMEND SECTION 4.57 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED “POLICY”.

A motion was made by Supervisor Sieber and seconded by Supervisor Schadewald **“to refer back to Human Resources”**.

Following discussion, a motion by substitution was then made by Supervisor Erickson and seconded by Vice Chair Lund **“to refer back to Executive Committee of 10/24/16.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10f -- ORDINANCE AMENDING SECTION 4.93 OF CHAPTER 4 OF THE BROWN COUNTY CODE ENTITLED “GRIEVANCE PROCEDURE”.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Lefebvre **“to receive and place on file.”** Voice vote taken. Motion carried unanimously with no abstentions.

*Following the meeting, Supervisor Evans submitted a written request for Reconsideration of this Ordinance. Per his request, the Ordinance was then referred to the November 2, 2016 Brown County Board of Supervisors meeting.

Executive Committee and Planning, Development & Transportation Committee

No. 10g -- ORDINANCE TO AMEND SECTIONS 4.49 AND 4.57 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED, RESPECTIVELY, AS “EXTRA PAY” AND “POLICY”

A motion was made by Supervisor Van Dyck and seconded by Supervisor Kaster **“to receive and place on file”**.

Following discussion, a motion by substitution was made by Vice Chair Lund and seconded by Supervisor Erickson **“to refer to December Executive Committee meeting.”** Voice vote taken. Motion carried unanimously with no abstentions.

Human Services Committee

No. 10h -- ORDINANCE TO REPEAL AND REPLACE SECTION 30.05 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED “PROHIBITING FRAUD IN PUBLIC ASSISTANCE, HOUSING ACCOMMODATIONS AND ENERGY ASSISTANCE CASES”.

A motion was made by Supervisor Schadewald and seconded by Supervisor Hoyer **“to hold**

until November County Board meeting.” Voice vote taken. Motion carried unanimously with no abstentions.

No. 10i -- RESOLUTION TO SUPPORT RESIDENTIAL TREATMENT SERVICES.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:
THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES HEREBY
ORDAIN AS FOLLOWS:

WHEREAS, the Brown County Board of Supervisors voted on November 4, 2015 to appropriate \$1,150,000 for mental health initiatives based on the recommendations of the Ad-Hoc Mental Health Treatment Committee; and

WHEREAS, up to \$300,000 annually was identified for the purposes of providing residential treatment services to people with substance abuse needs; and

WHEREAS, residential substance abuse treatment is recognized as a service model for clients and a potential recommended outcome of a clinical assessment; and

WHEREAS, the Department of Human Services intends to utilize an array of service providers experienced in the provision of residential substance abuse services,

WHEREAS, the Department of Human Services will utilize available funds to provide services to those clients assessed and determined to need a residential level of care following accepted State standards including Wisconsin Uniform Placement Criteria; and

WHEREAS, the Department of Human Services will follow established purchasing procedures to select contract providers; and

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors authorizes the department of Human Services to establish contracts for residential treatment services in Brown County for an amount up to \$150,000 in 2016.

Fiscal Note: This resolution does not require an appropriation from the General Fund. Funding was set aside in the 2016 budget for this purpose.

Respectfully submitted,

Human Services Committee

Approved By: /s/ Troy Streckenbach Date: 10/24/16
Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Brusky and seconded by Supervisor Hoyer **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION 10i
ON THE FOLLOWING PAGES

DEPARTMENT OF Human Services

Brown County

111 N. JEFFERSON STREET
P.O. BOX 22188
GREEN BAY, WI 54305-2188

PHONE (920) 448-8000 FAX (920) 448-6126 WEB: www.co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: September 15, 2016
REQUEST TO: County Board of Supervisors
MEETING DATE: October 19, 2016
REQUEST FROM: Human Services Committee

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution to Support Residential Treatment Services

ISSUE/BACKGROUND INFORMATION:

The Brown County Board of Supervisors voted on November 4, 2015 to appropriate \$1,150,000 for mental health initiatives based on recommendations of the Ad-Hoc Mental Health Treatment Committee and up to \$300,000 was identified for the purpose of providing residential treatment to people with substance abuse issues.

ACTION REQUESTED:

That the Brown County Board of Supervisors approve funding for contracted residential treatment services up to \$150,000 for 2016.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$150,000
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☒ Yes ☐ No
 1. If yes, in which account? Human Services 2016 Budget
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

101

Residential Alcohol and Other Drug Abuse (AODA) Treatment

Introduction:

Brown County Human Services has lacked resources in recent years to assist with Brown County residents' access to residential Alcohol and Other Drug Abuse (AODA) treatment resources, when these are needed. Linkage of clients to treatment including residential treatment services has been recent practice consistent with AODA block grant requirement by giving priority to pregnant women and women with dependent children. The limits of funding prevented more extensive use of this service option.

A Human Services Department workgroup conducted a "SWOT" analysis to assist in determining how best to use the available funding during July and August 2016. This included staff with responsibilities for inpatient services and outpatient services at the Community Treatment Center. This analysis led to the conclusion that the most effective and immediately operational option is to contract for purchase of AODA Residential services as needed, utilizing existing providers and other providers being added to the Human Services Department contracts network. As AODA residential services are available in several different modalities and locations in Brown County and the surrounding area to meet the specific needs of clients, this purchase of services is a means to access specialized services. The purchase of service options will meet the AODA needs of women, men and clients with co-occurring mental health conditions and provide greater flexibility, accessibility and availability of services than could be provided by any one provider agency.

Proposed Service:

Residential substance abuse treatment is funded through the mental health initiative. This was originally designated as Transitional Residential AODA Treatment, which has a specific set of regulatory guidelines. The proposal that follows is not limited to a specific type of residential treatment, and could be services that include transitional residential treatment as well as more traditional residential treatment. Providers that department staff are aware of can offer different types of services, and this would allow flexibility in meeting people's needs.

Community and Consumer Needs:

Brown County residents need access to AODA treatment. Residents without 3rd party funding options available to them can seek access to AODA services by attending the weekly Orientation Group offered each Monday at the Brown County Outpatient Clinic. This enables residents to complete needed documentation, provide some necessary medical history and answer medical screening questions. From that point, the resident can be linked with an AODA counselor for necessary assessment and completion of state mandated Uniform Placement Criteria (UPC) that determines the level of care the client needs.

101

Typically a resident can be assessed by an AODA Counselor at our clinic within 5.3 days of attending the Orientation Group. Residents calling to access or learn about the orientation group can reach the AODA Secretary at 920-391-4720 to schedule their attendance.

Some Clients that receive detoxification services under our recently established contract need additional abstinence time to then access treatment. Lead time that may exist between client detox provision and later attendance at our orientation group and thereafter their AODA assessment and UPC completion can be supported in a supervised environment at the County Bay Haven CBRF. This will aid in supporting the motivated client's ongoing sobriety and recovery to the point when they can access treatment. The client can then be referred to the needed level of care indicated by their assessment and Uniform Placement Criteria findings.

Many individual needs can be met at the level of Intensive AODA Outpatient services. Currently Brown County has approximately 136 clients served through our Intensive AODA Outpatient Program, this being a reflection of the number of AODA admissions occurring between January and August, 2016. This service provides 8 weeks of primary care service (3 times per week) and is followed by 16 weeks of continuing care, (1 time per week sessions.) These primary and ongoing care services consist of individual and/or group AODA services, such needs being tailored to client's specifically. The Residential AODA Service funding will be used to link clients to needed residential services when this need has been identified. Clients needing assessment to identify service needs unavailable to him/her elsewhere through insurance or other 3rd party funding can get an assessment at the Brown County Outpatient Clinic following the process outlined above.

AODA residential service needs have been identified by various community groups, local law enforcement, local hospital systems and by county staff, albeit this is not an exhaustive listing. This initiative component will address the assessed AODA treatment needs of clients whose needs are currently unmet by other 3rd party funders or currently by the county, within the limits of available Federal, State and County funds. Various parties have provided input leading to the provision of additional county dollars by the Brown County Board of Supervisors through the arm of the Ad-Hoc Mental Health Treatment Committee.

Assumptions:

The assumptions of this initiative include:

- There are Brown County residents needing access to AODA treatment that have not been met.
- There will be \$300,000 available annually for the support of residential treatment services.
- The decision to use funds in each case will be determined by careful clinical assessment and application of the UPC in addition to assessment of the motivation of each client for treatment.
- Utilization of AODA residential treatment options need particular care and consideration using the process noted to make best use of the funding available.

10i

Initiative Scope:

This initiative is designed to provide access to AODA Treatment for Brown County residents in need of AODA treatment services, including residential AODA treatment when clinically indicated. Brown County Residents with access to 3rd party payers that will pay for these services that can be provided elsewhere will be directed to those resources. Redirecting clients with access to other systems of care that they have a payment source for will ensure that we maximize use of county funding made available to residents without other treatment options. The Human Services Department will provide these services within the limits of available Federal, State and County funds, consistent with state statute s. 51.42(3)4. This initiative will meet the needs of Brown County Residents that have otherwise been unable to access AODA treatment due to funding gaps that existed prior to the allocation of \$300,000 approved by the Brown County Board for this purpose.

Initiative "Deliverables":

Brown County residents will be connected with needed AODA services, including residential services, in circumstances where the County Behavioral Health staff identify such need. We will track the number of clients referred to AODA services and the outcome of that service provision within the limits of the available funding. We will at the conclusion of the current year be in a position to determine the adequacy of the allocated funds to meet the AODA treatment needs of the community in Brown County for those that the county serves through this initiative and funding. The funding allocated could for example pay for 37.5 treatment stays of one month duration at a cost of \$8,000 per placement. Not all clients will need residential treatment, but this gives a reasonable estimate of how far these funds could reach. In 2015 for example, Brown County Human Services Outpatient Department purchased ten, one-month residential treatments stays with one provider, with others being served by other AODA treatment programs.

Resources:

There are a number of resources needed for this initiative:

- Continued funding support (\$300,000) for residential treatment
- AODA counselor time for assessment
- Treatment providers to offer residential AODA treatment
- Cooperation between Bellin Psychiatric Center and the Brown County Outpatient Clinic to coordinate referrals from detoxification services to Orientation/Assessment/UPC and treatment provision
- Additional AODA Counselor time is anticipated to be needed to meet the assessment needs of clients and to assist in provision of existing outpatient AODA individual and group programming. This request for an AODA counselor is in our 2017 proposed budget and subject to approval
- Adequate AODA supervisor time will be needed to provide for the supervision of clients in intensive outpatient services at the outpatient clinic

10i

- AODA case management time will be needed to help track clients in residential treatment and assist with continuity of care

Budget:

There is \$300,000 available annually for the purchase of services, pro-rated for 2016 due to process involved in assessing options available and finally determining purchase of service of residential treatment options was the most effective option at this time. All other costs are part of the existing department budget, with the exception of a request in the 2017 budget for an additional AODA counselor.

Risks:

There are some risks identified which include:

- Possible inadequacy of funding available to meet the AODA treatment needs for Brown County Residents. The exhausting of the allocated funds would necessitate the cessation of AODA residential Service provision as we can only provide services within the limits of available Federal, State and County funding.
- The demand for services exceeds our department's capacity to handle referrals in our AODA outpatient service area, resulting in unserved clients, along with the insecurity of the health, safety and welfare of those clients. Additional appropriations might be necessary to avoid underserving clients needing treatment. These needs will be assessed and addressed ongoing to best meet client needs to the extent possible with available funds.

Expected Benefits:

The benefits to the community and individuals include:

- Increased numbers of clients accessing and receiving AODA services, both outpatient and residential AODA services. The benefit of this includes a healthier community, increases in the recovery rate of clients in treatment and a reduction in the number of people seeking help emergently at local hospitals and at our Psychiatric Hospital.
- Fewer community crisis incidents involving clients with substance use issues and a stronger sober community are to be anticipated.

Measures to track these benefits include:

- The number of people treated using these funds
- The total number of residents treated through our intensive AODA Outpatient Program
- The number of people successfully completing their course of treatment
- Substance use setbacks that include a detoxification admission

101

**No. 10j -- RESOLUTION IN SUPPORT OF INCREASED FUNDING IN THE CHILDREN
AND FAMILY AIDS ALLOCATION**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES HEREBY
ORDAIN AS FOLLOWS:

WHEREAS, the Department of Children and Families provides funding to counties through the Children and Family Aids allocation for the provision of child abuse and neglect services, including prevention, investigation, treatment, and out-of-home placement costs; and

WHEREAS, base funding for child welfare services has not changed significantly since the Department of Children and Families was created in 2009 requiring local funding to be significantly increased to protect children and support families; and

WHEREAS, over the past few years, the child welfare workload has increased in all counties across the state; and

WHEREAS, the number of child protective services (CPS) referrals statewide has increased by 30 percent since 2007 – from 55,895 referrals in 2007 to 72,698 in 2014 with a local increase of 54 percent; and

WHEREAS, the number of children in out-of-home care statewide has increased from 7,653 in 2011 to 8,258 in 2015; with an increase in Brown County from 161 children in 2011 to 223 in 2015; and

WHEREAS, the number of screened-in CPS reports statewide has increased from 18,706 in 2011 to 20,384 in 2015; with an increase from 1,134 in 2011 to 1,513 in 2015 in Brown County; and

WHEREAS, the number of Children in Need of Protection and Services (CHIPS) petitions filed statewide with the court has increased 12.5 percent from 2008 to 2015; and

WHEREAS, counties are struggling to recruit and retain child welfare workers; and

WHEREAS, the stress of increasing caseloads is taking its toll on CPS workers, causing many experienced child welfare workers to leave the profession; and

WHEREAS, the leading cause of these increases is the use of heroin, opiates, and methamphetamines; and

WHEREAS, it is critical that counties have the resources necessary to ensure the safety of children in every corner of the state; and

WHEREAS, counties are struggling to identify resources to increase child welfare staff, especially given the significant overmatch counties already put in the human services system.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors does hereby request that the state of Wisconsin, in its 2017-19 state biennial budget, increase funding to counties in the Children and Family Aids allocation to assist counties in serving the increasing number of children and families in the child welfare system; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Scott Walker, Department of Children and Families Secretary Eloise Anderson, Department of Administration Secretary Scott Neitzel, area legislators, and the Wisconsin Counties Association.

Fiscal Note: This resolution does not require an appropriation from the General Fund. Resolutions seeking support or opposition to state and federal legislation do not require additional funding to carry out. Fiscal estimates for state legislative impacts are determined by the Legislative Fiscal Bureau, and federal legislation is determined by the Congressional Budget Office. No Fiscal impact is available from the Legislative Fiscal Bureau as this is a general request for additional dollars to be placed in the state biennial budget for counties.

Respectfully submitted,
Human Services Committee

Approved By: /s/ Troy Streckenbach Date: 10/24/16

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Brusky and seconded by Supervisor Schadewald “**to adopt.**” Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION 10j

ON THE FOLLOWING PAGES

HUMAN SERVICES DEPARTMENT

Brown County

111 N. Jefferson St.
P.O. BOX 22188
GREEN BAY, WI 54305-2188

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: September 15, 2016
REQUEST TO: Human Services Committee
MEETING DATE: September 28, 2016
REQUEST FROM: Erik Pritzl
Human Services Executive Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution in Support of Increased Funding in the Children and Family Aids Allocation

ISSUE/BACKGROUND INFORMATION:

The Wisconsin County Human Services Association (WCHSA) has requested an increase in State funding that supports Child Protective Services. The Child and Family Aids Allocation has not increased significantly since the Department of Children and Families was created in 2009. Over time, the Child Protection Services system has had to respond to increasing demands. For example, Child Protection referrals increased (54%), screened in Child Protection reports increased (33%), and out of home placements increased (39%), resulting in a significant increase in local funding to support the safety, permanency and well-being of children. The attached memo from the Wisconsin County Human Service Association provides additional background information on this issue.

ACTION REQUESTED:

That the Human Services Committee pass the resolution for the County Board's consideration in support of the request for additional funding to counties, including Brown County, in the next State biennial budget.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ Positive--Undetermined
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

10j

Memo

To: Secretary Eloise Anderson, Wisconsin Department of Children and Families
From: Wisconsin County Human Service Association
Date: August 31, 2016
Re: Request for additional Child Protective Services funding in 2017-19 state budget

The challenges which face county human services departments across the state are always significant, but what child protective services is currently dealing with is nothing short of unprecedented. An 8.7 percent increase in screened in reports for balance of state from 2008 to 2015. A 12.5 percent increase in Children in Need of Protection and Services (CHIPS) court petitions filed from 2012 to 2015. From 2014 to 2015, almost 40 percent of Wisconsin counties had an increase of 10 percent or more in their CHIPS petitions; 15 percent of counties saw increases of 50 percent or more. Approximately half of Wisconsin counties are on track to file significantly increased numbers of CHIPS petitions in 2016, including 10 counties which by July of this year had surpassed their total number of CHIPS petitions in 2015.



These increased numbers mean increased caseloads for CPS workers. Several counties have indicated they have already or will be requesting funding for additional CPS positions in their county budgets in order to meet the growing needs of their communities. But with the strictures on counties to raise additional levy dollars, this additional funding is by no means guaranteed. In addition, many counties have already significantly increased their levy spending on child welfare, reallocating resources from other priority services. Of 51 counties responding to a request from WCHSA for the actual level of 2015 county levy spending on child welfare and what was budgeted for their county levy spending on child welfare in 2016, 37 counties reported an increase in county levy spending, with 17 of those counties increasing their levy contribution for child welfare by more than 20 percent in just one year and

Promoting best practice, creating professional alliances, and developing partnerships in service delivery

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6 counties increasing their levy contribution by more than 50 percent from 2015 to 2016. Additionally, many, if not most, Wisconsin counties are already struggling to recruit and retain child welfare workers, a struggle which is exacerbated by higher caseloads translating into higher levels of burnout and increasing turnover rates.

As caseloads have increased significantly in the past several years, the Children and Families Allocation (CFA) has not increased to nearly the same degree. During the timeframe in which CHIPS petitions across the state rose by 12.5 percent (2012-2015), CFA funding only increased by 3.1 percent, with more than half of that increase supporting the extension of out of home care up to age 21. In 2016, the CFA increase (\$232,000) was only 0.3 percent from 2015's funding level while total statewide CPS reports for the first six months of 2016 increased by 3.6 percent from the same time period in 2015. By contrast, Milwaukee, which has received additional CPS funding in recent years, had a 16.1 percent decline in screened in cases from 2008 to 2015.

With counties reporting the cause of increased CPS cases being tied directly to the heroin, opioid, and meth epidemics across the state, counties do not anticipate a decline in needed services for child protection any time in the near future. In addition to an increased caseload because of drug use and abuse, parental substance abuse cases in the child welfare system are complex and require intensive case management for the following reasons (supporting information and research can be [found here](#)):

- The children experience complex trauma due to the chaotic lifestyle of the parents, which impacts their social/emotional cognition.
- The children are more likely to be placed in out-of-home care, and more likely to stay in care longer than other children.
- Out of home care requires extensive in-person social work contacts to ensure the safety and wellbeing of children to provide documentation for court proceedings and coordination of court ordered conditions, such as family visitation and services to support the family in reunification efforts.
- The parents need to be seen and tested for substance use multiple times a week to assure for child safety and due to the metabolism rate of certain substances.
- Parents that use substances often live a chaotic and unpredictable lifestyle that complicates their ability to provide for the basic needs and well-being of their children which needs to be intensively monitored.

To help address the challenges inherent with this current reality, the Wisconsin County Human Service Association requests that the Department of Children and Families include increased funding in the 2017-19 state budget for the Children and Families Allocation for the balance of state in order to meet the significantly increased needs of child protective services across the state. We deeply appreciate DCF's request for an additional \$5 million per year in the 2015-17 state budget, and respectfully ask that a request for the 2017-19 state budget be at or above that amount.

Thank you for your consideration of this request, and we look forward to working with you to secure additional funding to ensure the safety of Wisconsin's children and provide support for their families.

Promoting best practice, creating professional alliances, and developing partnerships in service delivery

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Planning, Development & Transportation Committee

**No. 10k -- RESOLUTION ADOPTING THE BROWN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) – HOUSING REVOLVING LOAN
FUND (RLF) MANUAL.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES HEREBY
ORDAIN AS FOLLOWS:

WHEREAS, in 2013 Brown County Planning Commission staff assumed administration
of the Brown County CDBG-Housing RLF program, and

WHEREAS, the State of Wisconsin Department of Administration has since substantially
modified the statewide regional CDBG-Housing manual policies, and

WHEREAS, the statewide regional CDBG-Housing manual policies and Brown County
CDBG-Housing RLF manual policies should be substantially similar to promote consistent
administration of the programs, and

WHEREAS, the draft Brown County CDBG-Housing RLF manual is written to be
substantially similar to the statewide regional CDBG-Housing manual, and

WHEREAS, after public meeting and due consideration the Planning, Development and
Transportation Committee has recommended the adoption of the Brown County CDBG-Housing
RLF manual to the Brown County Board of Supervisors

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Brown County Board of
Supervisors adopts the Brown County CDBG-Housing RLF manual.

Fiscal Impact:

This resolution does not have a fiscal impact; and therefore does not require an appropriation
from the General Fund.

Respectfully submitted,
**PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE**

Approved By: /s/ Troy Streckenbach Date: 10/24/16

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Dantine and seconded by Supervisor Sieber **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION 10k

ON THE FOLLOWING PAGES

PLANNING COMMISSION

Brown County

305 E. WALNUT STREET, ROOM 320
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

PHONE (920) 448-6480 FAX (920) 448-4487
WEB SITE: www.co.brown.wi.us/planning



CHUCK LAMINE, AICP

PLANNING DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 8/12/2016
REQUEST TO: PD&T
MEETING DATE: September 26, 2016
REQUEST FROM: Chuck Lamine
PALS Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution Adopting Brown County CDBG-Housing Revolving Loan Fund Manual

ISSUE/BACKGROUND INFORMATION:

Please see attached memo to the Brown County Planning Commission Board of Directors. The BCPC Board of Directors recommended approval of the manual at their August 3, 2016 regular meeting.

ACTION REQUESTED:

Adoption of the Brown County CDBG-Housing Revolving Loan Fund Manual

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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PLANNING COMMISSION

Brown County

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CHUCK LAMINE, AICP

PLANNING DIRECTOR

MEMORANDUM

DATE: August 22, 2016
TO: Brown County Planning, Development, and Transportation Committee
FROM: Aaron Schuette, Principal Planner *Aaron M. Schuette*
RE: Brown County Revolving Loan Fund – Housing Policy and Procedures Manual

Following the direction of the Wisconsin Department of Administration, in 2013 Brown County Planning Commission staff was provided administration of the Brown County Revolving Loan Fund (RLF) – Housing program from the Brown County Housing Authority. The program provides zero percent interest loans to qualified low and moderate income households to fund home improvements within Brown County. Payment on the loan is deferred until such time as the applicant(s) no longer live in the home, at which point the loan is payable in full. Repaid loan funds are then re-loaned for new projects. Typical projects include replacement of failing septic systems, well replacement, new siding, roof replacement, new windows, electrical improvements, lead paint remediation, and similar necessary home improvements.

Since restarting the RLF-Housing program, BCPC staff has re-loaned over \$234,000 for eleven separate projects. The projects to date have been located in the communities of Allouez, Ashwaubenon, Glenmore, Howard, Ledgeview, Pittsfield, and Pulaski. The City of Green Bay receives an annual allocation of CDBG funding directly from the U.S. Department of Housing and Urban Development (HUD) and is therefore not eligible for this funding.

Also beginning in 2013, Brown County Planning Commission staff was starting up the Northeastern Region Community Development Block Grant (CDBG) – Housing program for 10 counties within Northeastern Wisconsin, including Brown, Calumet, Door, Fond du Lac, Kewaunee, Manitowoc, Marinette, Outagamie, Sheboygan, and Winnebago. The State of Wisconsin provided a grant of approximately \$3.1 million to cover the initial loans, with additional grant allocations forthcoming. BCPC staff has subsequently loaned over \$2.08 million for 112 separate projects across the region, including 11 loans totaling \$182,000 in the Brown County communities of Allouez, Ashwaubenon, De Pere, Glenmore, Lawrence, Pittsfield, and Town of Wrightstown.

In order to administer this program in compliance with federal rules, the Wisconsin Department of Administration prepared a CDBG-Housing Policy and Procedures Manual which provide specific policy guidance regarding such issues as income verification, project management, and program



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administration. Since the original document in 2013, the manual has been amended a number of times to incorporate WDOA-initiated policy changes. It is WDOA's goal to administer the local RLF programs the same as the regional CDBG programs.

The attached draft Brown County CDBG Revolving Loan Fund – Housing Policy and Procedures Manual mirrors the standard policies and procedures of the regional program manual. The Brown County Planning Commission recommended approval of the draft manual at their August 3rd meeting. I am requesting PD&T review and recommendation to the County Board for final approval. A resolution will be included in the September PD&T agenda packet for formal action; however, I wanted to provide you with ample time to review the manual prior to the September meeting.

If you have any questions regarding the draft manual or housing program prior to the September PD&T meeting, please feel free to call me at (920) 448-6486 or email me at schuettemam@co.brown.wi.us.

Enclosure

AS:km

cc: Chuck Lamine, Brown County Planning and Land Services Director
Todd Mead, Planner I - Housing

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Brown County CDBG
Revolving Loan Fund – Housing
Policy and Procedures Manual

DRAFT 7/19/2016



Adopted _____

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DRAFT 7/19/2016

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I. INTRODUCTION

The Community Development Block Grant – Revolving Loan Fund program (Brown County RLF–Housing) will be used as a Housing Loan Program to rehabilitate residential property occupied by low- and moderate-income (LMI) residents within non-entitlement communities in Brown County. Funds may also be used to provide down payment and closing costs to assist LMI households in the purchase of a house.

The purpose of the Housing Policies and Procedures Manual is to provide a detailed description of how the CDBG Revolving Loan Fund (RLF) program will be administered in Brown County. It will also detail the policies and procedures of the program, thus serving as a document that is available for the public to read and may help to arbitrate difficult decisions.

II. PROGRAM ADMINISTRATION

A. PROGRAM OBJECTIVES

1. The primary objectives of this program are:
 - a. Expansion of affordable housing stock for low- and moderate-income (LMI) persons.
 - b. Elimination of neighborhood blight and structural deterioration.
 - c. Elimination of housing conditions that are detrimental to public health, safety, and welfare.
 - d. Conservation of the existing housing stock.
 - e. Provision of an opportunity for LMI renters to become homeowners.
2. To achieve the cited objectives, this program may:
 - a. Provide no-interest, deferred payment home repair loans for LMI owner occupants.
 - b. Provide no-interest installment loans for repairing units rented to LMI tenants.
 - c. Provide no-interest installment loans for creating new LMI rental units by: converting vacant properties into rental units, and/or converting large single-family homes to duplexes.
 - d. Provide no interest, deferred payment home repair loans to LMI persons upon purchase of a home in need of repair.
 - e. Provide no interest loans for down payment and closing costs to eligible LMI households.

B. MEETINGS

All public meetings will be held at a handicapped accessible location. All CDBG related meetings must comply with the Wisconsin Open Meetings Law. The Wisconsin Department of Justice website has a copy of the 2007 Open Meetings Law Compliance Guide

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C. RECORDS

Brown County will maintain written records of RLF activities including minutes of RLF meetings, loan applications, and related documents, and other RLF business matters. All individual project files will be maintained as confidential records. All RLF program records shall be maintained for at least three (3) years after the date established by the State of Wisconsin Department of Administration Division of Housing, Energy, and Community Relations (WDOA DEHCR). These files will be housed in Brown County.

D. OUTREACH

Brown County will develop informational materials that describe the available programs as well as eligibility criteria. Outreach information will include: application deadlines, examples of eligible activities, income limits, program descriptions, and program contact information. Materials will be made available throughout eligible Brown County communities.

E. BASIC COMPONENTS OF THE RLF-HOUSING PROGRAM

1. The Brown County Planning Commission Board of Directors is hereby designated as the RLF-Housing Committee for the purpose of reviewing and acting on proposed amendments to the policy and procedures manual, and hearing appeals to the decisions of Brown County RLF-Housing Program Administrator.
2. The Administrative Team is hereby established for the purpose of reviewing and acting on emergency loans that exceed \$15,000. The Administrative Team shall consist of the Brown County RLF-Housing Program Manager, Brown County Planning Director, and Brown County Zoning Administrator.
3. Actions upon which the RLF Housing Committee is to take action shall be decided upon by majority vote of the committee and duly recorded in the meeting minutes.
4. Where a question of procedure arises during a RLF Housing Committee meeting, Robert's Rules of Order shall govern.
5. Brown County Planning Commission staff is designated to publicize the program, receive applications, verify applicant eligibility, make funding decisions, and administer the program in accordance with the grant agreement with the Wisconsin Department of Administration
6. A Housing Quality Standards (HQS) Building Evaluator must be designated to work with the borrower and the program administrator. The evaluator must inspect the property prior to the rehabilitation work, during the project to approve interim payments (if applicable), and prior to making final payments to contractor.

F. ENVIRONMENTAL STANDARDS

1. Historic Significance

If, in conjunction with the WDOA DEHCR Environmental Desk, it is determined that a housing unit has historical significance, Brown County will give due consideration to Section 10(b) of the National Historic Preservation Act of 1966 and Executive Order 11593, regarding the preservation of the historic nature of the building. The owner of a housing unit that is determined to be of existing or potential historical significance will be advised of this fact as early as possible, but, in all cases, before rehabilitation work begins. The owner will also be

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advised that the historical significance of the housing unit may affect the ability of the CDBG program to conduct certain rehabilitation activities.

2. Floodplain

Loan applications received for housing units located within the boundaries of a designated floodplain, as shown on Federal Emergency Management Agency (FEMA) floodplain maps, shall be reviewed and approved or denied on a case-by-case basis. The program administrator must notify the property owner and occupants (for rentals) that the unit is located in the floodplain, and flood insurance must be obtained for the life of the Housing RLF loan from the date of assistance in at least the amount needed to cover all loans against the property.

The project must be located in a community that is a participant in the National Flood Insurance Program before homes in the floodplain may receive RLF assistance.

In no case will Brown County assist in the purchase of a home located in the floodplain.

Housing rehabilitation activities for properties located within a designated floodplain may include "structural repairs" and "ordinary maintenance repairs" that are necessary to ensure the health and safety of the occupants.

- a. Structural repairs are defined as alterations, modifications, rebuilding, or replacements that affect the structural integrity of the building.
- b. Ordinary maintenance repairs are non-structural in nature and include, but are not limited to, activities such as interior and exterior painting; residing; reroofing; repairs to heating, plumbing, and electrical systems; installing or replacing insulation; the replacement of doors, windows, and other non-structural components; and the maintenance, repair, or replacement of existing private sewage systems, water supply systems, or connections to public utilities.
- c. In all cases, the amount of the assistance may not exceed either 50% of the before-rehab value of the property, or 50% of the value before flood damage occurred without initiating the 8-step decision-making process found in 24 CFR Part 55, Subpart C. The 8-step process is required for all projects in floodplains classified as substantial rehab (those exceeding the 50% threshold).

If a property is located in a floodplain, all structural repairs or modifications of structures should be floodproofed. Floodproofing of structures should extend to a point at least two (2) feet above the elevation of the regional flood. Floodproofing should be completed prior to, or as a part of, the housing rehabilitation activities. Property owners are permitted to include the cost of floodproofing and other costs associated with securing the proper permits as a part of the rehabilitation loan.

Brown County will maintain a permanent record of the work done on the property. Brown County RLF-Housing funds cannot be used to make the same repairs in the future.

If the cost of the rehabilitation exceeds half of the pre-rehab market value, additional environmental requirements must be met. The Program Administrator will contact the WDOA DEHCR Environmental Review desk prior to beginning the rehab.

III. TYPES OF PROGRAMS AVAILABLE

A. OWNER-OCCUPANT REHABILITATION LOANS

1. All owner occupant rehabilitation loans will be 0% loans. Loan repayment will be deferred at no interest until the housing unit ceases to be the borrower's principal place of residence or up to 30 years, whichever comes first. If the borrower remains in the home beyond 30 years, the loan may be renewed and deferred for up to another 30 year period. Loan repayment is due when the residence is no longer the homeowner's principal place of residence. One spousal transfer will be allowed at continued terms. Homeowners are allowed the option of converting their deferred payment loan to a 0% rental payback loan provided they agree to rent to LMI persons and to keep the rent within affordable rent limits.
2. Except for emergency loans, the RLF Housing loan amount plus all existing liens on the property may not exceed 120% loan to value at time of application to the program.
3. The minimum amount of assistance is \$1,000 (hard costs). Current value of the property shall be determined by the property Fair Market Value or Assessment Value as assessed by the municipality or an appraisal dated within 3 months of the Application, whichever is greatest. For purposes of this program, after rehabilitation value will be estimated as a 20 percent increase in the Fair Market Value, Assessment Value, or appraised value, whichever is greatest.
4. The basis for determining the priority of loan application is included in paragraph V-B of this manual.
5. The program administrator will consider the appropriateness of the improvements in relation to making the housing unit decent, safe, and sanitary. In an effort to maximize the available RLF-Housing funds, Brown County will leverage other funding sources for part of the rehab work wherever practicable.
6. Projects with projected loan amounts of \$50,000 or greater must first obtain a waiver from WDOA-DEHCR.
7. A mortgage and note will be issued in the name of Brown County against the borrower's property in the amount of the loan to ensure repayment of the loan.
8. Prior to beginning rehabilitation work, each building rehabilitated with loan proceeds shall be insured against loss by fire and other perils, in accordance with lending institution standards. Brown County will be added to the policy as mortgage holder. Property owners with a building in a floodplain will be required to purchase flood insurance for at least the amount of all loans against the property for a term at least the length of the RLF loan.
9. In the event "emergency" money is requested to correct housing conditions that represent an imminent threat to health and safety, a deferred payment, no interest loan may be approved by the program administrator. Such loans shall not be subject to the program's priority ranking system. The borrower must meet program income eligibility requirements. A mortgage and promissory note shall be used to secure the loan. The maximum limit of the "emergency" loan shall be \$15,000 per property. Emergency loans exceeding \$15,000 must receive an approved exception from the Administrative Team.

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10. The dwelling unit must be in need of rehabilitation work as determined by the HQS Building Evaluator, and Program Administrator. All work must be deemed financially feasible, as identified in Section III(A)(2 and 3), with the exception of emergency repairs.
11. The property cannot be scheduled for sale, acquisition, or demolition.
12. RLF-Housing funds may be issued as a grant ONLY under the following conditions:
 - a. The funds are used for the rehabilitation of an LMI owner-occupied property AND no more than \$1,000 will be awarded to that property owner during a 12-month period. If additional funds are requested and approved within 12-months of grant approval, the entire amount will become a deferred payment, no interest loan.
 - b. CDBG funds may be awarded to a public or a non-profit agency acting as a project developer and the agency will pass along property ownership to LMI occupants. The RLF-Housing funds will then be secured as a 0% deferred payment loan.
 - c. When rehab plus lead hazard reduction activities cause the loan-to-value ratio to exceed 120%, Brown County may provide the funds for lead hazard reduction activities as a grant under the following conditions:
 - ✓ No "cosmetic" rehab is figured into equation
 - ✓ Only the lead-based paint hazard reduction activities may be funded as a grant
 - ✓ Lead-based paint hazard reduction costs that yield a loan-to-value ratio of less than 120% must be made as a loan
 - ✓ The lead presence must be tested rather than assumed
 - d. If the presence of an asbestos hazard is documented, Brown County may provide a grant for the cost of removal under the same conditions as lead.
 - e. If the environmental review for a particular rehab project results in unusually high unanticipated costs, Brown County may elect to pay the excess cost from the rehab budget as a grant to the borrower. Brown County must get prior written authorization from WDOA-DEHCR to award an ERR-related grant.
 - f. Risk Assessment (if necessary) costs are eligible Housing-RLF expenses to be taken from the rehabilitation project funds but NOT charged to the homeowner's mortgage. The risk assessment fees may also be included in the administrative costs. Same pertains to clearance costs.
 - g. The cost of Housing-RLF-financed site acquisition (land only) and site improvements must be passed along to the project developer at terms consistent with Eligibility Requirements described in this chapter.

B. RENTAL UNIT REHABILITATION LOANS

1. Rent limits for LMI tenants in units rehabbed with Housing-RLF funds will be based upon the annual HUD Fair Market Rent for Brown County.
2. CDBG funds will be offered as a 0% interest installment loan. The loan period shall be five Years. Monthly payments shall be made to Brown County and deposited into the revolving loan fund. Repaid funds will be used to finance other housing rehabilitation projects consistent with this handbook.
3. The dwelling unit must be in need of rehabilitation work as determined by the HQS Building Evaluator, and Program Administrator. All work must be deemed financially feasible, as identified in Section III(A)(2 and 3), with the exception of emergency repairs.
4. At least 75% of the units in a structure being rehabilitated with CDBG funds must be occupied by LMI families. For example, a six-unit structure being rehabilitated with CDBG funds must have at least five units occupied by LMI families ($6 \times 75\% = 4.5$). If the 75% occupancy guideline is met, Brown County may fund the rehabilitation of all common areas of the structure (e.g., roof, siding, plumbing, hallway). Brown County may not rehabilitate non-LMI units. Exception: if the loan is for the rehab of a duplex, at least one of the units must be LMI in order to make repairs to the common areas. If one unit of a duplex is vacant, the other one must be occupied by an LMI tenant.
5. The basis for determining the priority of loan applications is included in paragraph V-B of this chapter.
6. The program administrator will consider the appropriateness of the improvements in relation to making the unit decent, safe, and sanitary as well as the owner's ability to provide financing for improvements greater than the average amount. In an effort to maximize the available Housing-RLF funds, Brown County will leverage other funding sources for part of the rehab work wherever practicable.
7. A mortgage and note will be issued against the property in the amount of the loan to ensure repayment of the loan.
8. Prior to beginning rehabilitation work, each building to be rehabilitated with Housing-RLF funds shall be insured against loss by fire and other perils, in accordance with lending institution standards. Brown County will be added to the policy as a mortgage holder. Property owners with a building in the floodplain will be required to purchase flood insurance for at least the amount of all loans against the property for a term at least the length of the RLF loan.
9. Prior to the initiation of a rental rehabilitation project (including vacant rehabilitation and conversion projects), the property owner must agree, in writing, to:
 - a. Limit rents as adopted by Brown County (see Appendix B). Brown County will review and amend these levels annually.
 - b. Rent to low- or moderate-income families for five years or the term of the loan, whichever is less.

10. All tenants in rehabbed units must be documented as LMI. Brown County will verify LMI occupancy. The annual verification must document that:
- a. The rents being charged comply with the terms of the loan; AND
 - b. The original tenant continues to reside in the unit; or
 - c. The tenant who is different since the last verification met LMI income levels at the time of occupancy. The property owner must be made aware that it is his/her responsibility to verify the income of any new tenants that come in during the term of the rehab agreements. However, it is Brown County's responsibility to keep this evidence on file.
 - d. If the conditions of a rehabilitation loan to owners of rental property are violated, the loan will be immediately due and payable, at conventional interest rates.
 - e. Because a tenant's income increases and exceeds the current LMI income limits is not a reason for eviction.
11. The property cannot be scheduled for sale, acquisition, or demolition.
12. Notices
- a. No tenants will be permanently displaced as a result of rehab to a renter-occupied property. As soon as a landlord applies for assistance, all tenants of the property to be rehabilitated in whole or part with Housing-RLF funds must receive written notice that the rehabilitation work is going to take place. All tenants will receive both an initial "General Information Notice" at the time of the property owner's loan application, and a "Notice of Nondisplacement" upon loan approval.
- The notice must inform them that they are not being displaced by the rehabilitation activity, and that any tenant who moves as a result of the rehabilitation will not be eligible for relocation payments. Evidence of the delivery of those notices must be included in each project file.
- b. All tenant households residing in a unit built prior to 1978 must receive a copy of the lead-based paint hazard brochure. Evidence of the delivery of that form must be included in each project file.
13. Repayment of installment rehab loans must begin within 60 days of the initiation of the rehabilitation. Loans to landlords and/or developers must be repaid in monthly installments.

C. ACQUISITION/RELOCATION

Under unusual circumstances, Brown County may choose to acquire dilapidated dwellings using Housing-RLF funds. Housing-RLF funds will be used to pay all displacement and relocation costs due to the occupants and to demolish the structures.

1. Properties will be acquired in accordance with all state and federal requirements: namely 24 CFR 42, and related portions of Wisconsin Statutes Chapter 32. Copies (or summaries in simplified formats) of these regulations will be available for public review. Appropriate forms and brochures will be made available, as required, and explained to interested persons by the Program Administrator.

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2. If, in conjunction with the WDOA-DEHCR Environmental Desk, it is determined that a site or the structure on it has potential historical significance, that site and/or structure will be dealt with in a manner acceptable to the goals of this Program and with due consideration to Section 10b of the National Historical Preservation Act of 1966, and Executive Order 11593. Units will not be moved or demolished without prior notification and approval of the Historical Society.
3. As a general rule, dwellings will not be rehabilitated if they are structurally unsound or if the combined total of the present value of the structure and the cost of rehabilitating the structure exceed the after-rehabilitation fair market value of the property. Dependent on available funding, such structures will be demolished and the sites prepared for alternative use with as little disturbance to the site as practicable.
4. Funds from sale of the property will be deposited into the revolving loan fund and used to finance other acquisition/demolition projects consistent with the most current Implementation Handbook.

D. HOMEBUYER PROGRAM

1. Housing RLF funds may be used to pay reasonable closing costs and provide up to 50% of the required down payment costs, not to exceed 10% of the purchase price of the home. All down payment loans must be matched 1:1. The matching down payment may be from other grant funds or the homebuyer's contribution.
2. Eligible closing costs include:
 - loan origination fees
 - loan discount points
 - appraisal costs
 - credit report
 - title search and preparation charges
 - title insurance
 - transfer fees
 - recording costs
 - surveyor charges

A maximum may be imposed on the amount of closing costs paid based on the average local lending costs for similar type loans.

3. Every homebuyer applicant must contribute at least \$1,000 of their own funds towards the purchase of the property.
4. Every homebuyer applicant must receive pre-purchase education in the following areas:
 - a. Homebuyer Education
 - b. Basics of the Home Purchase Process
 - c. Post-purchase Expectations
5. Typically, CDBG funds should NOT be used for down payment and closing costs when the interest rate on the home purchase loan is 1.5% above the average local lending rate for similar type loans.

6. Loans should be structured to be affordable for LMI households. ALL HOMEBUYER PROGRAM PROJECT FILES MUST CONTAIN A SIGNED AND COMPLETED "HOMEBUYER LOAN CALCULATION" FORM.
7. Homebuyer loans (rehab and/or down payment and closing costs) are intended to be awarded ONLY to LMI tenants. Homebuyer loans may be awarded to LMI households currently owning a house only under exceptional situations. Brown County must receive written authorization from WDOA-DEHCR before awarding homebuyer funds to a current LMI owner-occupant.
8. If a tenant is displaced as a result of a homebuyer loan, the tenant must receive applicable relocation payments.
9. All homes purchased under the Homebuyer Program must meet Housing Quality Standards at the time of purchase or receive a rehabilitation loan that will bring it up to HQS within six months of purchase. The program will not help purchase houses in need of major/substantial rehab work.
10. The property to be purchased and/or repaired must be either owner-occupied, occupied by the purchasing tenant or vacant at the time of purchase.
11. The property to be purchased may not be in a floodplain.

E. HANDICAPPED ACCESSIBILITY

Brown County may provide rehabilitation funds for handicapped accessibility improvements.

1. Funds will be provided with terms identical to the owner-occupied loans.
2. Improvements are generally limited to those necessary to permit all household members reasonable access to the entire area of the dwelling unit.
3. The homeowner must present sufficient documentation of physical impairment.
4. Handicapped accessibility improvements may be made ONLY if the occupant's household income meets program income guidelines.

IV. ELIGIBILITY REQUIREMENTS

All projects will be administered in accordance with the most recent Brown County RLF-Housing Implementation Handbook or policies as posted on the WDOA-DEHCR website.

A. LMI BENEFIT

1. All occupants directly benefiting from an RLF-Housing rehabilitation program must be at or below the appropriate household income limit for Brown County.
2. Household income levels, as established by the Department of Housing and Urban Development, define low and moderate incomes (LMI) and must be used for this program.

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3. Occupants of a dwelling unit who will be displaced as a result of an RLF-Housing funded project need not meet household income guidelines to receive acquisition or relocation payments.

B. INCOME VERIFICATION

1. Income Definition

For the purpose of calculating income, the program administrator will use the following definition:

Total household income shall include all income sources from all members of the household who are at least 18 years of age. Annual household income includes, but is not limited to:

- a. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses;
- b. The net income from the operation of a business or profession, or from rental of real or personal property (depreciation on buildings and/or equipment must be added back into the income amount);
- c. Interest and dividends;
- d. The full amount of periodic payments received (including for minor children) from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
- f. Public assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities, which is subject to adjustment by the public assistance agency, in accordance with the actual cost of shelter and utilities, the amount to be included as income shall consist of:
 - ✓ The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - ✓ The maximum amount which the public assistance agency could in fact allow the household for shelter and utilities;
- g. Periodic and determinable allowances, such as alimony and child support income, and regular contributions or gifts received from persons not sharing the household;
- h. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the household) who is the head of the household or that person's spouse.

2. Deductions

Calculated annual income deductions may include the following:

- a. The earned income of any household member (other than the household head or spouse) who is under 18 years of age or is a full-time student (under 22 years of age);
- b. Any nonrecurring temporary income such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time tribal profits, and settlement for personal property losses;
- c. Child support payments made and expected to continue for at least one year;
- d. Income received for the care of foster children or foster adults;
- e. Income of live-in aides;
- f. Income from HUD training programs;
- g. Income from educational scholarships paid directly to the student or educational institution;
- h. Income from the government to a veteran for the use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student;
- i. Special pay to a household member serving in the armed forces who is exposed to hostile fire;
- j. Amounts specifically excluded by any other federal statute from consideration as income;
- k. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- l. Amounts received by a disabled person that are disregarded for a limited time for the purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- m. Regularly recurring medical expenses, for a chronic medical condition which is not covered by insurance, and which may reasonably be expected to continue;
- n. Annual rent credits or rebates paid to senior citizens by government agencies;
- o. Relocation payments under Title II of the Uniform Act;
- p. Face value of food stamps;
- q. Payments received from VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, or senior companions;
- r. Payments received under the Job Training Partnership Act;
- s. Earned income tax credit refunds;

- t. Reimbursements for the costs of medical expenses;
- u. Assets;
- v. Adoption assistance payments;
- w. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home;
3. Income may be calculated by any one of the following methods:
- a. verifying an applicant's income from the previous year
 - b. projecting an applicant's income for the next 12 months based on their average income for the most recent 3 months
 - c. using the average income from the last 6 months and adding to it the projected income for the next 6 months (based on the current month's income)
4. Whenever possible, the occupants' most recent tax return must be used to verify that all sources of income have been considered in the income calculation. Current documentation, such as pay stubs, must be on file to document the actual amounts of all identified sources of income.
5. Household size includes all full-time household members, foster children, and other minor children who reside in the household for more than 50% of the year.
6. Use the following formula to calculate business profit/loss for applicants who are self-employed:
- Gross regularly recurring income
- (minus) total expenses
+ (plus) depreciation
= (equals) business profit
7. Income must be verified within six months of loan closing.

C. LMI OWNER OCCUPIED HOUSING

- 1. To be eligible for a rehabilitation loan, an applicant must be an owner-occupant or land contract buyer.
- 2. The applicant's income shall not exceed the household income levels. These income levels represent 80% of the county's median income.

D. LMI RENTER OCCUPIED HOUSING

- 1. Vacant rental units or those occupied by households who meet the low- to moderate-income criteria set forth in in household income levels may be rehabilitated under the following conditions:

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- a. The owner agrees to rent only to households who meet the low- to moderate household income criteria.
- b. The owner agrees to maintain the rents at or below the limits established for five years or the term of the loan, whichever is less.
- c. If the unit is occupied, the tenant must also agree to income verification.

E. ADDITIONAL ELIGIBILITY REQUIREMENTS

1. Land Contracts. For the purpose of the program, the term "land sales contract" refers to any transaction, regardless of the nomenclature by which it is known, in which the purchaser obtains fee simple title to the property only by completing a series of installment payments over a period of years. In order for a purchaser under a land sales contract to be eligible for a housing rehabilitation loan, the following requirements must be met.
 - a) The contract must be a written, legally binding, properly recorded instrument relating to the property to be rehabilitated.
 - b) The seller of the property must hold fee simple title to the property and, while the contract is in good standing, must be unable to use the property for collateral or to convey the property to any other party unless such use for collateral or conveyance of fee simple title is subject to the contract.
 - c) Under the contract, the seller and any subsequent holder of the fee simple title to the property must be obligated, without qualification, to deliver to the purchaser fee simple title and a deed to the property upon full payment of the contract price or some lesser amount.
 - d) Under the terms of the contract, the purchaser must have full use, possession, and quiet enjoyment of the property; equitable title to the property; and full rights of redemption for a period of not less than 60 days.
 - e) The purchaser must be legally able to mortgage, pledge, or assign equitable title to the property to Brown County, as required by the loan security provisions as set forth in this handbook. If, under the terms of the contract, the purchaser may only make such mortgage, pledge, or assignment with the seller's consent, the purchaser must obtain such consent from the seller in a written and recordable form.
2. Life Estate. Persons occupying a dwelling unit under a life estate agreement are eligible for a Housing-RLF rehabilitation loan under the following conditions:
 - 1) The person(s) occupying the dwelling to receive a Housing-RLF rehabilitation loan must be LMI.
 - 2) The life estate agreement terms must be written, signed, and recorded.
 - 3) The owners of the dwelling must agree, in writing, prior to the initiation of the rehabilitation, to repay the loan when the dwelling ceases to be the principal place of occupancy of the current occupant.

- 4) ALL parties of the life estate (occupants AND owners) must sign the mortgage and the note.
- 5) The Housing-RLF loan is treated as an owner-occupied loan.
3. Property Taxes and Insurance. With the exception of emergency loans, property taxes must be paid up to date before any rehabilitation work can begin. The unit owner must have adequate insurance coverage to cover the property improvements after rehabilitation.
4. Title and Mortgage Verification. A letter report shall be obtained to provide evidence to the program administrator of title and the amounts of mortgages or liens on the property. The program administrator shall review the evidence of title and the mortgage and lien amounts to determine if the title is proper and that there is sufficient mortgage-free investment by the owner to insure payment of the loan. The cost of this report shall be added to the loan amount. Emergency loans may exceed the 120 percent loan to value.
5. Work Completed Prior to Application Approval. No work undertaken, whether completed or incomplete, no materials ordered, and no contracts entered into prior to the approval of the loan application by Brown County, will be eligible for payment with Housing-RLF funds.

D. CONFLICT OF INTEREST

Elected/appointed officials, municipal employees, or consultants involved in the decision-making processes of the program are not eligible to receive housing rehabilitation assistance through the program either for themselves or for those with whom they have family or business ties during their tenure or for one year after.

1. For purposes of the RLF-Housing program "family" means:
 - Spouse
 - Fiancée/Fiancé
 - Children and Children-in-Law
 - Brothers and Brothers-in-Law
 - Sisters and Sisters-in-Law
 - Parents and Parents-in-Law
 - Anyone who receives more than 50% of their support from the person (e.g., adopted child, foster child)
2. 24 CFR Part 570.489 (h) specifies the requirements for Housing RLF programs with respect to Conflict of Interest. Also, read ss. 946.13 Wis. Stats and ss. 19.59, Wis. Stats. Loans or grants made without the appropriate conflict of interest clearance may be required to be repaid to the program by Brown County. In no case may Brown County's Chief Elected Official receive a Housing-RLF loan.
3. An exception to the requirement (Waiver of Potential Conflict of Interest) may be requested from the WDOA-DEHCR and housing committee. Prior to submitting the request, public disclosure of the conflict must be made. An opinion must be obtained from the Brown County Corporation Counsel's office stating that the interest for which the exemption is sought would not violate state or local law.

4. Use the following steps to determine a potential conflict of interest:

- a. Identify "covered persons" for the Housing-RLF program.
 - b. Include a conflict of interest question to the Housing-RLF application. All conflict of interest questions must be answered.
 - c. Inform applicants with potential conflict of interest that their name will be disclosed at the housing committee meeting.
 - d. Add "disclosure of potential conflicts of interest" as an item on the housing committee agenda. This item should be added to FOLLOW loan approval.
 - e. Approve ALL loans by number and contingent on waiver of any potential conflict of interest. The covered person should not attend this meeting.
 - f. After loans have been approved, disclose the names and the nature of the conflicts of interest (type of family or business tie) for applicable approved loans. DO NOT disclose loan number or proposed work.
 - g. Ask all in attendance at the loan approval meeting if there are any objections to awarding the loans in question.
 - h. The Brown County Corporation Counsel's office must certify that the identified potential conflict would not violate state or local law. The Request for Exception to Conflict of Interest Provision specifies the format for that certification.
 - i. Submit "REQUEST FOR EXCEPTION TO CONFLICT OF INTEREST PROVISION" on municipal letterhead, signed by Brown County Corporation Counsel's office, and the agenda and minutes of the housing committee meeting to WDOA-DEHCR.
 - j. DO NOT sign any loan closing documents until you have received approval from WDOA-DEHCR.
- e. Conflict of Interest Application Information

The following question must be made a part of the initial loan application form:

Do you have family or business ties to any of the following people?

☐ Yes ☐ No

If **yes**, disclose the nature of the relationship.

*(Complete chart identifying the covered people by name. *)*

Names of covered persons	Relationship

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*Covered persons include any person who is an employee, agent, consultant, officer, or elected or appointed official of Brown County or the housing committee who exercises, or have exercised, any functions or responsibilities with respect to the RLF-Housing activities, or who are in a position to participate in a decision-making process or gain inside information with regard to housing activities, either for themselves or those with whom they have family or business ties, during their tenure in the position or for one year thereafter.

E. ELIGIBLE PROPERTIES

1. To be eligible for a rehabilitation loan, a property must be located within Brown County and not located within any CDBG entitlement communities. Except for emergency projects, a property with delinquent taxes, or significant liens or judgments encumbering it, is not eligible for the program. The property must be a permitted and/or conforming use in accordance with the municipal zoning ordinance.
2. Except for emergency projects, financial assistance generally should not be approved if the total of the existing indebtedness in the property plus the total value of the financial assistance to be provided would exceed 120% of the property's fair market value, after rehabilitation. Brown County program staff may authorize financial assistance to exceed 120% after rehabilitation fair market value after rehabilitation commences for unanticipated repairs necessary to meet decent, safe, and sanitary standards.
3. Mobile homes shall be defined as any unit exempted from property taxes as exempted in 70.112(7) of the Wisconsin Statutes and further defined in 66.058(e) of the Statutes. That definition is as follows:

A mobile home is that which is or was originally constructed or designed to be transported by another motor vehicle upon a public highway and equipped and used for sleeping, eating, and living quarters or is intended to be so used; and includes any additions, attachments, annexes, foundations, and appurtenances, except that a house trailer is not deemed a mobile home if the assessable value of such additions, attachments and annexes, foundations, and appurtenances equals or exceeds 50% of the assessable value of the house trailer and shall be occupied on a year-round basis.

Housing-RLF funds may be used to rehabilitate mobile homes ONLY if the mobile home is taxed as real property. Due to the depreciative nature of a mobile home as an asset, mobile homes will be considered to be a low priority for the CDBG-Housing program. If a mobile home is to be considered for a loan, the mobile home must be:

- a. Owned by the same person who owns the property on which it is located
- b. Permanently anchored (tied down) to a permanent foundation. A foundation does not include intermittent blocks.
- c. Connected to public or private utilities

F. ELIGIBLE WORK

All rehabilitation projects should bring participating units up to Housing Quality Standards whenever possible. Exception: emergency projects may address only the emergency issue. The HQS Inspection form must be used on all initial inspections, except emergency projects. Housing-RLF projects will not be required to bring the unit to HQS but use of the form should facilitate the prioritization of the work needed. Rehabilitation work to be done will be prioritized so that the most severe health and safety problems are corrected first.

1. In general, eligible rehabilitation activities include only work necessary to put the property into a decent, safe, and sanitary condition.
2. Hazard mitigation activities such as the construction of "safe rooms" and the securing of fuel tanks to reduce damage and fire risk from floods are eligible Housing-RLF rehabilitation activities.
3. All activities must take place within Brown County, excluding CDBG entitlement communities.
4. At least 75% of the units in a structure being rehabilitated with Housing-RLF funds must be occupied by LMI families. For example, a six-unit structure being rehabilitated with CDBG funds must have at least five units occupied by LMI families ($6 \times 75\% = 4.5$). If the 75% occupancy guideline is met, Brown County may fund the rehabilitation of all common areas of the structure (e.g., roof, siding). Brown County may not rehabilitate non-LMI units.

Exception: Brown County may fund the rehabilitation of all common areas of a duplex if at least one of the units is LMI occupied. If one unit is vacant, the other one must be rented to an LMI tenant.

5. Housing-RLF funds may be used to demolish an outbuilding(s) if it is in such poor condition to be considered a health and/or safety hazard.
6. Repairs to outbuildings are ineligible housing rehab activities. However, Housing-RLF funds may be used to rehab the roof or any painted/stained/varnished component on such a building(s), e.g., a garage, if ALL of the following apply:
 - There is deteriorated paint on the outbuilding and testing confirms the presence of lead-based paint.
 - The dwelling unit on the same property is being rehabbed and will be at least decent, safe, and sanitary when the work is completed. Rehabilitation may not be done on just the outbuilding.
 - The outbuilding is structurally sound and is suitable for rehab.

The purpose of rehabilitation of an outbuilding is to eliminate lead based paint hazards. As such, window units that need to be replaced shall be replaced with a single pane window unit with no screen or storm. The exterior of outbuildings shall be scraped and painted. New siding may be installed only if the dwelling unit needs new siding.

7. Central air conditioning may be installed upon presentation of a doctor's statement of need. Existing central air may be repaired or replaced as part of a rehabilitation activity.

8. All housing units which are rehabilitated in whole or part using Housing RLF funds must have an adequate number of functioning, properly placed smoke detectors. The purchase and installation of smoke detectors is an eligible Housing RLF expense.

Smoke detectors must be placed:

- a. In the basement
- b. At the head of every open stairway
- c. At the door on each floor leading to every enclosed stairway; and
- d. Either in each sleeping area of each living unit or elsewhere in the unit within 6 feet from the doorway of each sleeping area and not within kitchen
- e. For all tenant occupied units of more than two units all smoke detectors in stairways, corridors, and other public places in the building shall be directly and permanently wired to a proper unswitched circuit

G. INELIGIBLE WORK

Ineligible rehab activities include work which is not necessary to put the unit into decent, safe, and sanitary condition. Housing RLF funds may not be used to pay for the same rehabilitation work twice. Financial assistance under this Program shall be not available for:

1. New construction, expansion of the size of the structure, the rehabilitation of uninhabited space, or the finishing of unfinished spaces, except as required to eliminate overcrowding of bedrooms (per Housing Code), to floodproof the home, or for handicap accessibility.
2. Cosmetic only landscaping, furnishings, and repairs to accessory buildings, freestanding garages or sheds are typically considered to be ineligible housing rehab activities.
3. Housing RLF funds may not be used to reimburse property owners for work which has been contracted for or completed prior to the property owner signing agreements with Brown County.
4. Housing RLF funds may not be used for the labor costs:
 - a. Of any household member,
 - b. Of any non-insured person/contractor,
 - c. Of any non-licensed person/contractor, or
 - d. Of any person/contractor that does not submit a bid.
5. Rehabilitation work that was completed and not submitted for environmental review, but would otherwise have required additional ERR compliance, will be identified as "ineligible" and the funds will be reimbursed to the program by Brown County.
6. Materials, fixtures, equipment, or landscaping of a type or quality which exceeds that customarily used in properties of the same general type as the property to be rehabilitated.
7. Purchase, installation, or repair of furnishings.
8. Automatic garage door opener unless required for handicapped accessibility.
9. Payment for previous repairs (except emergencies)

10. Accessory buildings, garages, or sheds unless prior approval from WDOA-DEHCR is received.
11. Housing RLF funds may not be used for rehabilitation work on properties in a floodplain unless the municipality participates in the National Flood Insurance Program. A permanent record of the work done on the property must be maintained by Brown County. Housing RLF funds may not be used to make the same flood-related repairs in the future.

V. APPLICATION PROCEDURES

A. HOUSING APPLICATION FORMAT

Brown County will maintain a record of all applicants and beneficiaries of Housing-RLF funds.

All applications for assistance with Housing-RLF funds must include at a minimum:

1. Applicant's name and address
2. Occupant's name and address
3. Rehab address
4. Requested rehab
5. Age of property
6. Number of children in the household and their ages
7. Marital property statement
8. Racial, ethnic, and gender characteristics of the head of household – or option not to answer
9. Conflict of interest question
10. Qualified alien question

B. Prioritization of Loan Applications

1. The Brown County program administrator will accept, review and prioritize loan applications. The applications may be ranked and prioritized according to threats to health and safety first, and the order in which they were received second. The Brown County program administrator will review and evaluate loan applications for eligibility.
2. Applications with threats to human health or safety take priority over all other applications. For the purpose of prioritizing applications, emergency work means work that is necessary to correct an immediate threat to health or safety. While addressing lead-based paint is not a priority by itself, addressing lead-based paint in a home with a lead poisoned child is a priority. Applications that should be considered by Brown County for priority ranking include, but are not limited to:
 - a. A home with documented lead poisoning
 - b. Failing private onsite wastewater treatment system
 - c. Compromised sewer lateral
 - d. Contaminated or dry private well or private well that does not meet state code, such as pit wells or wells with improper or corroded casing.
 - e. Compromised water laterals
 - f. Leaking roof
3. Due to the depreciative nature of a mobile home as an asset, mobile home repairs shall be given the lowest priority.

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C. LOAN APPLICATION PROCESS

1. Home owners interested in obtaining a Housing-RLF loan to rehabilitate their home may call Brown County and they will be informed of financial, insurance, and other information needed.
2. The program will be explained in detail and the prospective applicant will be sent a Homeowner Application via postal mail and/or email if applicable. The program administrator will be available to assist property owners, as necessary, in completing applications.
3. The homeowner shall submit the completed Homeowner Application and all supporting information to Brown County. All personal financial information shall be kept confidential. The Homeowner Applications may be ranked in order of safety and health issues.
5. In order for the application to be considered complete, the prospective applicant must have filled out, signed and dated all forms in the Homeowner Application and have entire income documentation presented.
6. No loans will be made which are in conflict with ss.946.12, Wis. Stats (Private interest in public contract prohibited.)

D. VERIFICATION OF INFORMATION

The program administrator will verify the information provided regarding the applicant's income and nature and extent of ownership interest in the property for which the loan is being sought.

E. PROPERTY INSPECTIONS

1. Except for certain qualified emergency projects, all homes must be inspected by a licensed HQS Building Evaluator. The program administrator will arrange with the applicant for an inspection to be made of the property for which the loan is being sought.
2. Except for certain qualified emergency projects, inspection reports shall address all deficiencies in the dwelling unit and should use, at a minimum, the Housing Quality Standards (HQS) form.
3. A list of detailed work specifications must be developed based on the initial housing inspection.
4. A written detailed report of the findings of all inspections must be included in each project file and given to the applicant and Brown County.
5. A cost estimate of the work required or proposed to be done will be prepared by the HQS Building Evaluator. The cost estimate will serve as a basis for determining the approximate amount of the loan and then as the basis for determining if the bid or bids for the rehab work are responsible and/or reasonable.
6. If the total estimated cost of the work exceeds the amount of the loan for which the applicant qualifies, funds available, or the applicant's financial ability to do all the work, the program administrator and the applicant will modify or eliminate items of work to reduce the estimated cost. However, items necessary to bring the unit up to a decent, safe, and sanitary condition will not be eliminated in favor of unessential rehabilitation items. After a satisfactory bid has

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been obtained, an agreement will be reached between the program administrator and the applicant regarding the extent of the rehabilitation work required and/or proposed to be performed.

7. Initial inspection fees will be paid out of the program's administration account for all loan applicants that are not funded. Otherwise, loan recipients will be required to pay all program inspection fees and filing fees associated with getting a housing rehabilitation loan. The fees are an eligible loan expense.
8. For purposes of environmental review, if the age of the structure is not known, it must be assumed to be over 50 years old.
9. The initial and final inspection reports must include a line specifically noting the condition of the paint on all impact, friction, and accessible surfaces, as well as the presence of smoke and CO detectors.
10. A thorough inspection of the work must be completed prior to authorizing the payment of funds for the rehabilitation.
11. All project files must contain a FINAL INSPECTION CHECKLIST.

F. NOTICE OF ELIGIBILITY/INELIGIBILITY

When the application information is reviewed and verified by the program administrator, a Notice of Eligibility will be sent to the applicant, who must then contact the program administrator. If the application is rejected by the program administrator, a Notice of Ineligibility and appeal information will be sent to the applicant to explain the determination.

G. COMPLAINT PROCEDURE

An applicant may appeal the decision of the program administrator by submitting, in writing, a request for reconsideration by the Administrative Team and the reason for the request. If the Administrative Team determines the applicant to be ineligible, the Brown County Planning Commission Board of Directors may hear the appeal and make the final decision.

All applicants must receive written information about the complaint procedure. The project file must contain documentation of receipt of the complaint process information.

VI. BIDDING AND CONTRACTING

A. BIDDING

The HQS Building Evaluator will prepare a cost estimate to accompany the work specifications. This cost estimate will be used to evaluate the appropriateness of the bids submitted for the project.

Each project file must contain authorization by the homeowner of the selected bid(s). Signature of the homeowner on the rehabilitation contract shall not be considered sufficient as approval of the selected bid(s).

1. Based on the work write-up, bids will be obtained from at least three qualified contractors, whenever possible. The homeowner is responsible for sending out the bids.
 - a. The project may proceed with less than three bids if documentation is provided that at least six contractors were contacted to bid on the project.
 - b. Qualified emergency projects may proceed with one estimate if it is not reasonable to obtain at least three bids due to the timeframe.
2. Bids must be submitted directly to the program administrator by the contractor.
3. The administrator shall provide the homeowner with copies of all bids received by the specified bid submission date and time.
4. Bids must be requested in the form of "labor and materials". "Time and materials" bids are permitted ONLY with prior written permission from WDOA-DEHCR.
5. The property owner may select a bid that is within 10% of the lowest responsible bid. The property owner may choose a contractor who submits a higher bid only if the property owner agrees to pay the difference between the lowest responsible bid and the chosen bid.

B. CONTRACTS

The CDBG program administrator may assist the property owner in obtaining bids and may make recommendations concerning the award of contracts. The contract shall go to the lowest responsible and most reasonable bidder. If the property owner selects a contractor, and if the contract price is higher than the bid price of the lowest responsible bid, the property owner may pay the difference.

The rehabilitation contract shall be between the property owner and the contractor.

C. CHANGE ORDERS

In the event the contract needs to be adjusted from the amount originally approved, the program administrator will complete a change order approval form. The program administrator, the homeowner, and the contractor must all sign the change order. No additional work will be paid for with CDBG funds without a fully executed change order.

D. WORK BY APPLICANT

Work may not be undertaken by the applicant.

E. WORK PERFORMANCE

NOTE: *All presumed lead-based paint work will be performed in accordance with "A Working Guide to Lead-Based Paint Regulations in Wisconsin."*

All work will be performed in accordance with municipal housing codes and other standards of acceptable performance.

In all pre-1978 units where the rehabilitation activities will disturb painted surfaces, the rehab must be designed to prevent lead dust from being disbursed to other areas of the unit.

In any unit where rehabilitation activities will remove a product suspected to contain asbestos, the work must comply with state and federal asbestos removal requirements. Only contractors certified by the Wisconsin Department of Health Services may remove asbestos-containing products. The rehab will be designed to limit release of asbestos fibers and ensure disposal in an approved landfill. Performance specifications will be provided by the HQS evaluator for the rehabilitation work.

F. CONTRACTOR INSURANCE

The Contractor shall submit to the program administrator proof of insurance prior to starting any work. The policy must have comprehensive liability; a minimum of \$300,000 bodily injury and \$100,000 property damage coverage.

VII. DISTRIBUTION OF FUNDS

A. LOAN CLOSING PROCEDURE

On the loan closing date the program administrator will meet with the applicant to:

1. Review all documents involved in the loan and secure the applicant's signature on the:
 - a. Rehabilitation Contract and the contractor's Notice to Proceed,
 - b. Mortgage and note,
 - c. Truth-in-Lending Disclosure Statement,
 - d. Notice of Right of Rescission and provide the applicant with two copies,
 - e. Authorization to Terms and Conditions of Loan,
 - f. if a rental, Commitment of Landlords to Rent to LMI families.
2. Receive the applicant's proof of insurance for the file.
3. Provide applicant, and tenants if a rental, of any property built before 1978 with a copies of "Protect Your Family From Lead In Your Home" and "The Lead-Safe Certified Guide to Renovate Right"
4. Explain the repayment of the loan and, if applicable, establish the address to which installment payments are to be sent.

B. PAYMENTS

1. Upon receipt of a completed Contractor's Payment Request, the program administrator shall approve and make payment to the contractor in an amount not to exceed 80% of the amount due the contractor for work satisfactorily completed. The remainder due the contractor shall be withheld pending satisfactory completion and final inspection of the rehabilitation project.

2. Payment may be made to a contractor only after a Contractor's Payment Request has been completed and signed by all parties.
3. Payment may be made for work done or materials purchased and on site only –no advances are permitted.
4. Each request for progress payment shall contain:
 - a. The contractor's certification that the work for which the progress payment has been requested has been performed in accordance with the terms of the contract.
 - b. Certification by the HQS Building Evaluator that necessary inspections have been made and the work has been satisfactorily performed in accordance with the contract.
 - c. The signature of the RLF applicant denoting approval of the work for which payment is requested.
 - d. Lien waivers for all work and materials.
5. For contracts of less than \$5,000, a single payment shall be made to the contractor upon satisfactory completion of the work. For contracts greater than or equal to \$5,000, partial payments may be made to the contractor. The program administrator may require the contractor to post Performance and/or Payment Bonds if deemed necessary.
6. Payment to contractors must be in the form of a two-party check made out to the contractor and the property owner, or a one-party check made out to the contractor if there is written documentation the homeowner is satisfied with the project.
7. In the event a dispute arises between the applicant and the contractor, the program administrator may make payments directly to the contractor, provided the work has been satisfactorily completed, the work is inspected and approved by the CDBG inspector, and the applicant signed the "CDBG Loan Terms and Conditions" at the loan closing.

The Wisconsin "Right to Cure Law" must be followed in the resolution of disputes.

8. When a contractor fails to begin all or a portion of a rehab project, Brown County must notify the contractor, in writing, that if the project is not begun, or adequate progress made, by a specified date, the contract may be cancelled. When no, or minimal, work has been done on a project, the entire project may be re-bid or awarded to the next lowest responsible, reasonable bidder, and the mortgage securing the loan adjusted accordingly.
9. The program administrator shall advise the applicant of any noncompliance in the rehabilitation work or of any incorrect invoice submitted by the contractor if the work completed is not in accordance with the requirements of the Rehabilitation Contract. The applicant, with the assistance of the program administrator, shall be requested to obtain appropriate corrective action from the contractor. No payment shall be made on the rehabilitation contract until the contractor has satisfactorily completed the necessary action.
10. The contractor must be given the opportunity to correct his or her work. If a contractor has demonstrated that he or she is not available to, or capable of, making the appropriate repairs in an adequate or a timely manner, another contractor may be brought in to make the required repairs.

When a second contractor is brought in to repair work done by another contractor, the additional cost of the repairs, if any, must be added to borrower's loan.

Where agreement cannot be reached at the local level, the WDOA-DEHCR reserves the right to make final decision.

11. Upon completion of all work, a request for final payment shall be made on the same form as required for progress payments and shall contain the same certification and signatures required for such payments. The contractor's final Request for Payment must include lien waiver from the contractor, subcontractor, and suppliers, and a copy of each warranty due the owner for the work. Prior to final payment, the Final Inspection Checklist must be completed and signed by the HQS Evaluator.
12. Where work is done that triggers compliance with lead-based paint regulations, no payment may be made until the work passes clearance.
13. When the property owner is financing part of the rehabilitation work, the property owner shall provide payment in the form of a cashier's check made out to the contractor. If the property owner is financing part of the rehabilitation work, payments to the contractor shall utilize the property owner's money first and then CDBG funds.
14. If RLF funds were paid out for work that was not properly done, or for work which had not been adequately inspected and approved, Brown County must return the improperly issued amount to the CDBG program from Brown County's general fund.
15. Brown County is responsible for paying to correct the work improperly done including additional cost resulting from work improperly done. All corrective efforts will be coordinated through WDOA-DEHCR.
16. In no case may CDBG funds be used to pay for the same work more than once.
17. No payment may be made where the work to be paid for has not been completed properly.

C. TERMINATION OF REHABILITATION CONTRACT

A rehabilitation contract may be terminated under the following conditions:

1. Poor work performance by the contractor and the demonstrated inability to rectify the poor workmanship.

The cost of repairing poor workmanship and the higher costs of awarding the bid to the next lowest bidder shall be deducted from any amount owed to the initial contractor for work completed. In all cases, the contractor shall be given the opportunity to rectify the problem before contract termination procedures are begun. The following procedures shall be used when negotiating a workmanship problem:

- a. A meeting shall be held at the job site with the contractors, homeowner, program administrator, and HQS evaluator to attempt to come to a consensus regarding correction of problems.

- b. On the second request for correction, the program administrator shall contact the contractor by certified mail notifying the contractor that the workmanship is still poor and specifying the areas that need to be addressed to satisfy the contract. The contractor shall be given a specific time limit in which to make the required repairs.
2. Causing undue damages to a homeowner/landlord's property and the inability or unwillingness to correct the damages. The cost of repairing damages will be deducted from any money owed the contractor for work already completed. If the amount owed is insufficient to cover the costs of the damages, the program administrator will assist the property owner in filing a claim against the contractor's insurance.
3. The inability of the contractor to perform the work within the allotted time.
4. Irreconcilable differences between the contractor and the property owner.
5. The contractor requests to be removed from the contract. There will be no penalty associated with this request as long as the request is made within 30 days of receiving the Notice to Proceed.
6. The contractor has been debarred, suspended, or is otherwise ineligible to work on federal contracts.

D. CLOSEOUT PROCEDURES

1. After all funds have been disbursed for the loan, the program administrator will prepare a closing statement that shall account for disposition of the RLF loan. The original signed closing statement shall be retained by Brown County and a signed copy shall be mailed to the applicant.
2. The program administrator shall review each project file following close out to determine if all documents have been properly executed and are contained in the file.
3. Brown County will retain a permanent record of the work done on any unit located in the floodplain.
4. CDBG funds may not be used to make the same repairs in the future.

VIII. MORTGAGES

A. LOAN SECURITY

It is Brown County's responsibility to ensure that RLF housing loans are as secure as reasonably possible. To do this the following must be accomplished:

1. Document ownership of the property through, at a minimum, a letter report from an accredited title company or qualified county official.
2. Review outstanding mortgages to ensure that there is adequate equity in the property to cover the CDBG loan.
3. Verify that taxes and utility bills are paid.

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4. Require the borrower to sign a mortgage and note for the amount of the loan.
5. Record the mortgage immediately after the mortgage and contract documents have been signed and the three-day rescission waiting period has expired.
6. Contact the borrower's insurance company to verify adequate insurance and to be listed as a mortgage holder of the property (obtain Certificate of Insurance to document this).

B. SUBORDINATION

1. Homeowners who anticipate refinancing an existing loan and request that Brown County subordinate its mortgage position must submit in writing the following information:
 - a. The reason for the subordination request.
 - b. The name, address, and contact person(s) at the cooperating financial institution.
 - c. The new mortgage amount that would take precedence over the Brown County-held mortgage.
 - d. Copies of estimates for any rehab/construction work being completed.
 - e. Completion of the subordination policy form.
2. Brown County will, on a case-by-case basis, consider subordination requests for homeowners wishing to:
 - a. Refinance an existing mortgage to obtain a reduced interest rate.
 - b. Refinance an existing mortgage to obtain a comparable interest rate and extended payment terms.
 - c. Obtain a home equity loan for the sole purpose of rehabilitating their primary residence.
 - d. Refinance an existing mortgage as necessary to halt foreclosure proceedings by a bank or to halt tax deed proceedings by the county.
3. Typically, the Program Administrator will NOT consider requests for subordinations if ANY of the following apply:
 - a. For consolidation of consumer debt, such as credit cards, automobiles, or other "cash to homeowner" transactions or for any home equity loans other than for the sole purpose of rehabilitating one's primary residence.
 - b. For any subordination that will put Brown County's security interest in jeopardy, as determined by standard underwriting practice, unless required to halt foreclosure or tax deed proceedings.
 - c. For any subordination where the interest rate on the new loan is 1.5% above the average local lending rate for similar type loans.

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4. Written requests for subordination agreements must be approved by the program administrator. The subordination agreement must be drafted and recorded at the homeowner's expense by the cooperating financial institution or legal counsel.

IX. REUSE OF FUNDS

The procedure for use of the repaid RLF funds differs depending on whether or not the Grantee has an ongoing Community Development Block Grant Program. No more than 15% of repaid funds can be used for administrative expenses.

A. ACTIVE RLF PROGRAM

The funds shall be deposited into the Revolving Loan Fund account and will be used for housing rehabilitation in a manner consistent with this Implementation Handbook and active CDBG contract. Repaid RLF money shall be obligated prior to drawing down any new CDBG funds. The Revolving Loan Fund Account shall be audited in the same manner and at the same time as regular CDBG funds.

B. INACTIVE RLF PROGRAM

The program administrator shall maintain the rehab account records, including:

1. The Revolving Loan Fund Accounting Journal
 - a. All repaid funds shall be deposited into the working account and recorded in the Program Beneficiaries Data sheet and the rehabilitation obligation tracking journal.
 - b. Fifteen percent (15%) of repaid funds may be used for administration.
 - c. Interest earned on repaid funds shall be recorded in the Working Account.
 - d. Program earnings from non-rehabilitation activities (e.g., acquisition/resale) may be used for any contracted housing activity.
 - e. Non-rehabilitation funds and administration funds shall be tracked separately.
2. The Working Account Journal

The Working Account Journal will show payments as they are made for all rehabilitation activities. An annual report of all rehab account expenditures (the Housing Revolving Loan Fund Activity Report) shall be submitted to WDOA-DEHCR.

C. DISCONTINUED HOUSING REHABILITATION PROGRAM

If the housing rehabilitation program is discontinued, the funds shall be temporarily deposited in Brown County's general account and repaid to the State of Wisconsin, Department of Administration - Division of Energy, Housing, and Community Relations, as provided in the CDBG contract.

Public Safety Committee

No. 10I -- RESOLUTION TO APPROVE LEGISLATION ALLOWING COUNTIES TO SEIZE DRUNK DRIVERS' VEHICLES.

A motion was made by Supervisor Gruszynski and seconded by Supervisor Buckley **“to hold until December County Board meeting.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 11a-c -- CLOSED SESSIONS – Struck from agenda.

No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW - NONE

No. 13 -- Bills over \$5,000 for period ending September 30, 2016.

A motion was made by Supervisor Clancy and seconded by Supervisor Evans **“to pay the bills for the period ending September 30, 2016”.** Voice vote taken. Motion carried unanimously with no abstentions.

No. 14 -- Closing Roll Call.

Present: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Blom, Moynihan, Schadewald, Lund, Becker

Total Present: 26

No. 15 -- Adjournment to Wednesday, November 2, 2016 at 9:00 a.m., Legislative Room 203, 100 N. Jefferson Street, Green Bay, Wisconsin.

A motion was made by Supervisor Ballard and seconded by Supervisor Blom **“to adjourn to the above date and time”.** Voice vote taken. Motion carried unanimously with no abstentions.

Meeting Adjourned at: 8:34 p.m.

/s/ Sandra L. Juno
SANDRA L. JUNO
Brown County Clerk

ANNUAL DTF/ICAC/HUMAN TRAFFICKING PRESENTATION

ATTACHMENTS INCLUDED ON THE FOLLOWING PAGES

Crimes Against Children and Sex Trafficking in Brown County



BROWN COUNTY SHERIFFS OFFICE
LT. JAMES VALLEY

Internet Crimes Against Children Task Force



Launched in 1998, the Internet Crimes Against Children Task Force Program (ICAC Program), started with only 10 Task Forces across the United States, but today it is a network of 61 coordinated Task Forces representing more than 3,000 Federal, state and local law enforcement and prosecutorial agencies. These agencies are engaged in reactive, proactive, and forensic investigations, and criminal prosecutions.

Brown County ICAC



- In 2014, the ICAC division was created to establish a presence of enforcement on Internet Crimes Against Children within Brown County. In total, over 70 arrests have been made of individual that were will or have sexually abused children in our area. Over 350 cases have been investigated within the last two years.
- In October of 2014, two civilian computer forensic positions were approved and added. Almost 2000 items of digital evidence have been processed and reviewed by our computer analysts.

Operation Cross Country



Last Week Brown County Law Enforcement was involved in Operation Cross Country.

Law Enforcement arrested 15 people for violations that involved Human Trafficking, along with warrants and other crimes.

95% percent of all victims contacted wanted help to get out of their situation because they are forced to do it by others. Some cannot get out due to the threat of violence.

Victims

Many victims still come to Brown County outside the area and also have made residency in Brown County. We are still assessing the issue to find the big picture of the issue. We do know that a large amount of money does come in through Human Trafficking and ultimately is funneled into the drug trade.

95% of the individuals involved are in the trade by force and not by their own will.

Local Partnerships

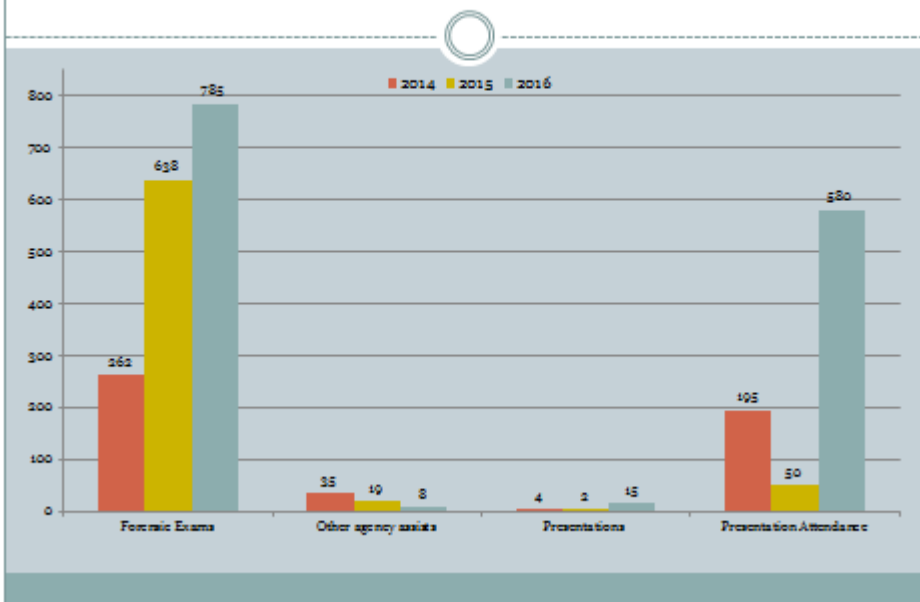
The effort to combat this has been through a partnership between the Brown County Sheriff's Office, Ashwaubenon Public Safety, De Pere Police Department and Green Bay Police Department.



2014-2016 Statistics



2014-2016 Statistics



Drug Abuse and Trafficking in Northeast Wisconsin



BROWN COUNTY DRUG TASK FORCE
LT. KEVIN KINNARD

Mission of Drug Task Force



- Identify, disrupt and dismantle drug trafficking organizations operating or distributing in Brown County.
- Reduce demand for controlled substances through public awareness and directed enforcement focusing on drug dealers and drug houses.

DTF Activity Jan – Sep 2016

- 79 Search Warrants
- 57 Consensual Searches of Properties
- 133 Purchases of Controlled Substances
- 126 K-9 Deployments
- 296 Felony Arrests
- 95 Misdemeanor Arrests
- 33 Community Presentations reaching approximately 1,092 people

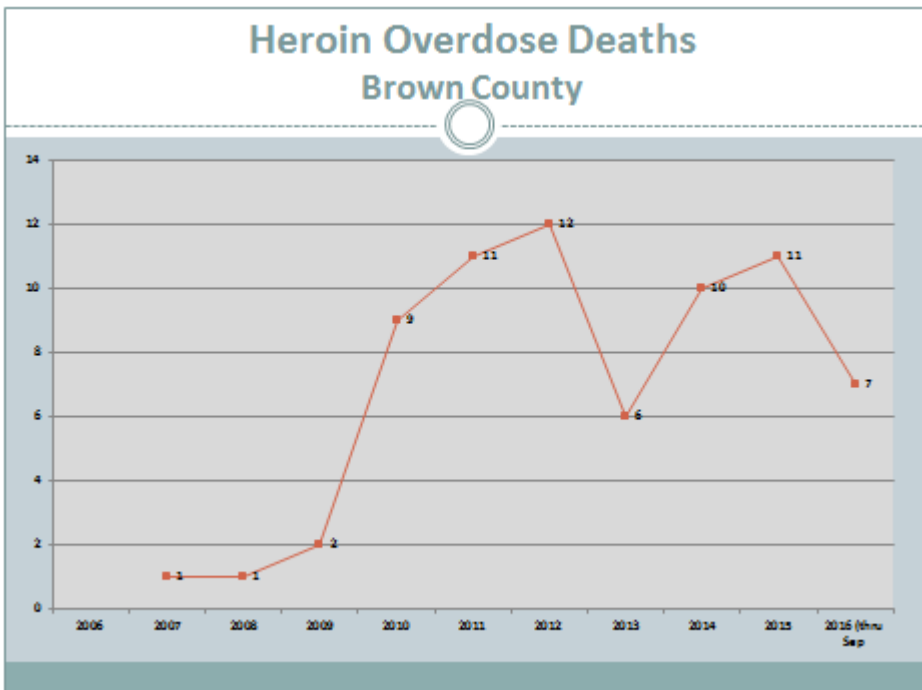
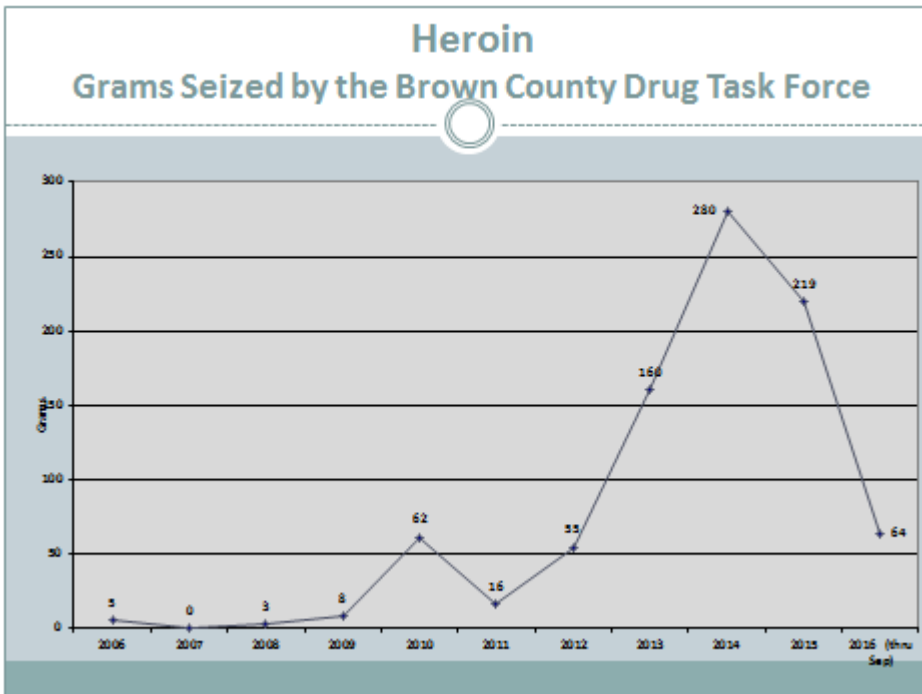


Heroin



- Heroin is a Schedule I drug processed from morphine, a natural opiate derived from specific varieties of poppy.
- Intravenous (needle) use of heroin is still the preferred method of choice for addicts because the heroin rush occurs almost immediately upon entering the blood stream, approximately 7-8 seconds after injection.
- Heroin is powerfully addictive. The long term heroin user has cravings so overwhelming that they have only two goals: 1) Getting Heroin; and 2) Using Heroin.





Fentanyl

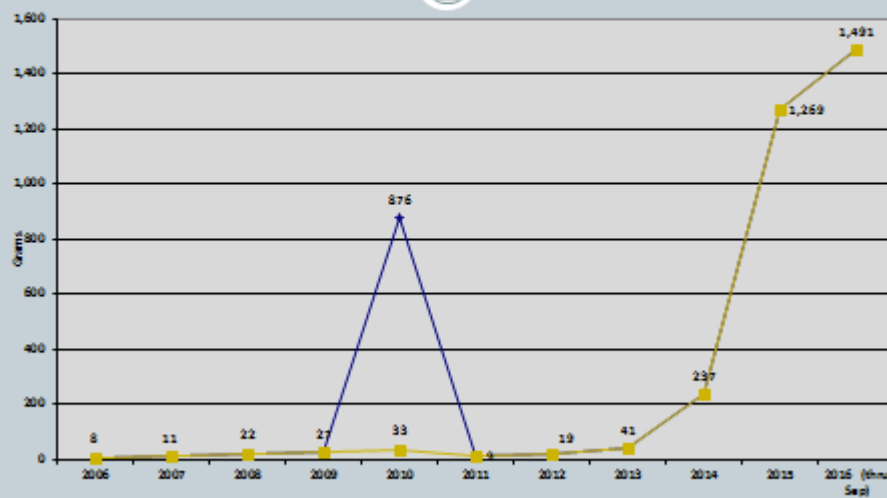
- Fentanyl is a Schedule II synthetic opioid that is 25-40 times more potent than heroin
- Analogs of fentanyl (carfentanil, furanyl fentanyl, acetyl fentanyl, etc) are also more potent than heroin
- Fentanyl has been found in counterfeit prescription pills, and as a cutting agent mixed with heroin and cocaine (often times dealers and users do not even know fentanyl is mixed in)
- **Fentanyl is lethal at approximately two milligrams (32 grains of salt or 7 poppy seeds)**
- Accidental exposure to law enforcement is a serious concern

Methamphetamine

- Methamphetamine is a Schedule II drug, of which the main ingredient is ephedrine.
- It can be smoked, inhaled, injected or orally ingested.
- Methamphetamine is a highly addictive stimulant that affects the central nervous system.



Methamphetamine Grams Seized by the Brown County Drug Task Force



2016 Highlights

- **Large Scale Methamphetamine Organization Disrupted**
 - 82 arrests
 - Seizures
 - × Over 2½ pounds of crystal meth (\$114,000 street value)
 - × \$55,000 US Currency
 - × 30 firearms
 - × 11 vehicles
 - × Various other drugs
- **Criminal Analyst**
 - HIDTA will fund a full time Analyst for 2017
- **Focus remains on the enforcement of heroin, methamphetamine, cocaine and marijuana**
 - Targeting Drug Trafficking Organizations